

# **EXHIBIT H**



# DISABILITY PLAN

Summary Plan Description



NFL Player Disability &  
Survivor Benefit Plan

[WWW.NFLPLAYERBENEFITS.COM](http://WWW.NFLPLAYERBENEFITS.COM)

JO-00457

NFL\_ALFORD-0012098

# NFL Player Disability & Survivor Benefit Plan

October 2022

**Dear NFL Player,**

This booklet gives you a quick summary of the three disability benefits available to eligible former National Football League ("NFL") Players and the survivor benefits available to the surviving family members of certain deceased former NFL Players under the NFL Player Disability & Survivor Benefit Plan ("Plan" or "Disability Plan").

This booklet, written in plain language, is not a substitute for the official Plan document, which provides all the details, rules, and exceptions. In the event of a conflict between this booklet and the official Plan document, the official Plan document will be followed. To review the official Plan document, contact the NFL Player Benefits Office at **800.638.3186** or visit **nflplayerbenefits.com**.

## Here you'll learn

- The differences among benefits under the Disability Plan
- What those differences may mean to you

The Disability Plan's rules and requirements have changed over the years. Survivor benefits were added effective April 1, 2020. This booklet summarizes the Plan's provisions as of October 2022. For information about Plan rules that may affect benefits that were awarded prior to October 2022, contact the NFL Player Benefits Office.

Please take the time to read this booklet, share it with your family and keep it in your permanent records. Should you have any questions, call the NFL Player Benefits Office at **800.638.3186**.

**Sincerely,**  
**The Disability Board**



**NFLPlayerBenefits.com**

Confirm your Credited Seasons, apply for Disability Plan benefits, and learn how to make the most of the benefits and resources available to you as an NFL Player.

The Disability Plan is maintained in accordance with the 2020 Collective Bargaining Agreement ("CBA") between the National Football League-Players Association ("NFLPA") and the National Football League Management Council ("NFLMC").

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## QUESTIONS

Call the NFL Player Benefits Office **800.638.3186**

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**JO-00459**

# Disability Plan

## What it is

The Disability Plan provides monthly disability payments to eligible Players who have:

- a total and permanent disability,
- a substantial disablement caused by NFL-football activities, and/or
- a mild or moderate neurocognitive impairment

The Disability Plan also provides monthly survivor benefit payments to the surviving family members of certain Players who pass away before electing their retirement benefits from the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

## Who participates

All Players participate in the Disability Plan, but only some will be eligible to receive benefits.

# Disability Benefits – At a glance

## Who is eligible to receive disability benefits?

Each of the three disability benefits available under the Disability Plan has its own eligibility rules. Your eligibility for a disability benefit will depend on whether you satisfy the Plan's medical requirements, which consider factors such as:

- What your impairment is
- How severe your impairment is
- How long your impairment is expected to last
- Whether your impairment was caused by NFL-football activities or certain medical conditions, as described on pages 12 and 23

Your eligibility for a disability benefit will also depend on whether you satisfy the Plan's administrative requirements, which consider factors such as:

- How long it has been since your NFL career ended
- How many Credited Seasons you have earned
- Whether you have started receiving pension benefits from the Pension Plan
- The date your application is received by the Plan
- Your adherence to Plan application procedures

You will find detailed information about eligibility for each benefit here in this document.



Look out for this icon for information about **medical eligibility** for each benefit.



Look out for this icon for information about **administrative eligibility** for each benefit.

## THE DISABILITY BENEFITS: AT A GLANCE

## Understanding the disability benefits

There are **three disability benefits** available under the Disability Plan, each with its own eligibility rules, award amounts, and other considerations:

**T&P****LoD****NC****Total & Permanent Disability ("T&P") benefits**

For former Players who **are unable to work** due to disability

[Learn about T&P on page 8](#)**Line-of-Duty Disability ("LoD") benefits**

For former Players who have a **substantial disablement** due to NFL-football activities

[Learn about LoD on page 22](#)**Neurocognitive Disability ("NC") benefits**

For former Players with a **mild** or **moderate neurocognitive** impairment

[Learn about NC on page 27](#)

## Applying for disability benefits



### Choose the benefit(s) you want to apply for

You may apply for more than one benefit, but you can only have one application pending at the same time.

[Learn more on page 35](#)



### Complete the application(s) and provide supporting documents

Apply online at [nflplayerbenefits.com](#) or by submitting a paper version of the application form(s) to the NFL Player Benefits Office; you must also submit at least one medical record to support your application.

[Learn more on page 36](#)



### Attend a medical examination by one or more Neutral Physicians

If requested, you must attend these examinations to be approved for benefits.

[Learn more on page 38](#)



### Await a decision by the Disability Initial Claims Committee ("Committee")

A decision generally occurs within 45 days of receipt of your completed application.

[Learn more on page 40](#)

## What happens next



### If your application is approved

You will receive only one disability benefit at a time (if you applied for more than one). You also are required to demonstrate your continued eligibility for the benefit.

[Learn more on page 41](#)



### If your application is denied

You have a right to appeal.

[Learn more on page 44](#)

## THE DISABILITY BENEFITS: AT A GLANCE

## The Disability Benefits – Key actions

Not every Player qualifies for disability benefits. The Committee and/or the Disability Board ("Board") carefully reviews each application, and makes a decision on an individual basis.

**Be sure to take the following key actions:**

Take the time to fully understand the requirements for the disability benefit(s) you want to apply for.

- **Be sure to apply on time.** Pay close attention to the application deadline for each benefit. Late applications will be denied, and in some cases, award amounts vary based on when the application is received.
- **Support your application.** Your application doesn't have to be long, but it must identify the conditions and disablements you believe qualify you for the benefit. At least one medical record is required to support your application for the benefit.
- **Take care when scheduling and attending required examinations.** You may be asked to undergo at least one medical examination by a Neutral Physician. **You must attend scheduled exams.** Plan rules limit cancellations and rescheduling, so prepare accordingly.
- **Respond quickly to any requests.** The Committee and/or Board may require additional information from you to process your application. Respond to any requests in a timely manner. If you refuse or fail to provide the requested information, you will not be entitled to benefits. NFL Player Benefits Office staff is ready to help with any questions you may have.
- **Be aware of your next steps.** If your application is denied for any reason, you may appeal. Even if your application is approved, there may be additional steps you need to take over time. If you have any questions about a decision or your options, contact the NFL Player Benefits Office.

### The NFL Player Benefits Office is ready to help

If you have any questions about the Disability Plan, contact the NFL Player Benefits Office.  
Call **800.638.3186**

## UNDERSTANDING THE DISABILITY BENEFITS:

# Total & Permanent Disability



The Total & Permanent Disability ("T&P") benefit pays a monthly benefit to eligible Players who are determined to be totally and permanently disabled.

## Who is eligible to receive T&P benefits?

You are eligible to receive T&P benefits if you meet the medical standard and the administrative requirements for the Plan's T&P benefits:



### The medical standard for T&P benefits

The medical standard for T&P benefits is that you must be **totally and permanently disabled**.

## What does it mean to be "totally disabled?"

**Totally disabled** means that you are **unable to work**.

**For the purposes of T&P eligibility, you are unable to work if you are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit.**

- Your educational level and prior training are not considered when determining whether you are unable to work.
- You may be unable to work even if you manage personal or family investments; are employed by a charitable organization, the NFL, or an NFL Club; are employed out of benevolence; or receive up to \$30,000 in earned income.

**How does the \$30,000 rule work?** If you make less than \$30,000/year (for example, by signing autographs), you can still qualify for T&P benefits if you meet all of the other criteria for the benefit.

## What does it mean to be “permanently disabled?”

**Permanently disabled** means that your disabling impairment has persisted or is expected to persist for **at least 12 months** from the date of its occurrence, excluding any reasonably possible recovery period.

**How does the permanent rule work?** If you are recovering from a recent surgery, for example, your application may be denied—or you may be asked to reapply later. Until you recover, it may be impossible to determine whether your impairment is “permanent.”

You will meet the medical standard for T&P benefits if **both** of the following occur:

- **At least one Neutral Physician finds that you are totally and permanently disabled.** This decision is generally made after a Neutral Physician reviews your medical records and supporting documents and performs a medical exam.
- **The Committee or Board finds that you are totally and permanently disabled.** This decision will be made by reviewing your application, any supporting documents that you provide, Neutral Physician report(s), and any records in your file.

### Special cases:

#### Military service

You are not considered to be totally and permanently disabled as a result of a disability suffered while in the military service of any country.



#### Social Security disability

- When you apply for T&P benefits, tell the Plan if you have already been awarded Social Security disability benefits. Generally, you will be considered totally and permanently disabled if you are receiving Social Security disability benefits.
- If you have a pending T&P application and receive an award of Social Security disability benefits while that application is pending, you can submit that award to the Plan and generally meet the medical standard that way.
- You will not qualify for T&P benefits if, after reviewing your application, four or more voting members of the Board determine that you are not totally and permanently disabled, despite receiving Social Security disability benefits.



#### Neutral Physician

A physician assigned by the Plan to examine you and report on your condition. Neutral Physicians are jointly designated by the NFLMC and the NFLPA. They certify that their opinions will be provided without bias for or against any Player. Because they receive a flat fee for their services, their compensation does not depend on whether their opinions favor or disfavor an award of benefits.

UNDERSTANDING THE DISABILITY BENEFITS: **TOTAL & PERMANENT DISABILITY**

**As of April 1, 2024, Players will no longer be able to qualify for T&P benefits based on an award of Social Security disability benefits.**



Look out for this icon for more information about Social Security disability and T&P benefits.



### The administrative requirements for T&P benefits

Unless an exception applies, you must meet **all** of the following administrative requirements to become eligible for T&P benefits. You can learn more about each requirement by following the symbols (e.g., ✦):

## Administrative requirements for T&P benefits

- You are an **Active Player**, or a Vested Inactive Player with at least one Credited Season after 1958
- You are not receiving Pension Plan benefits or, if you are receiving Pension Plan benefits, (1) you started receiving Pension Plan benefits before you reached age 55, (2) you applied for and received Social Security disability benefits before you reached age 55, and (3) you are receiving Social Security disability benefits when you apply for T&P benefits. An award of Social Security disability benefits after you reach age 55 does not satisfy this requirement, even if it is retroactive to a date prior to you reaching age 55.
- You are not receiving T&P benefits from the Pension Plan
- You do not have another pending application for Disability Plan benefits ✦
- You do not have a prior application for T&P benefits that was denied within the last 12 months ◆
- If requested, you attend examinations with Plan neutral physicians arranged for you, and provide additional information required of you ◇
- You are not a **Pension Expansion Player** under the Pension Plan
- You must submit at least one medical record in support of your application
  - ◆ Learn more about this requirement on page 35
  - ◆ Learn more about this requirement on page 45
  - ◆ Learn more about this requirement on page 38



#### Active Player

For the purposes of applying for T&P benefits, you are an Active Player until the July 31 following or coincident with the expiration or termination of your last contract to perform football-playing services with an NFL Club.

#### QUESTIONS

Call the NFL Player Benefits Office **800.638.3186**

**JO-00467**

## Who is a Vested Inactive Player?



**You are a Vested Inactive Player if you are not an Active Player and you are vested in the Pension Plan.**

The Pension Plan states that you are a Vested Inactive Player, if:

1. You earn five Credited Seasons; or
2. You earn four Credited Seasons, including a Credited Season after the 1973 Plan Year; or
3. You earn three Credited Seasons, including a Credited Season after the 1992 Plan Year; or
4. After the 1975 Plan Year, you are an **Employee** at age 55; or
5. After receiving T&P benefits under the Pension Plan or Disability Plan, you are determined to no longer qualify for T&P benefits.

There are other special vesting rules in the Pension Plan, but if you become vested based solely on those other special rules you are not eligible to receive T&P benefits under the Disability Plan. Pension Expansion Players are not **Vested Inactive Players**.

If you have any questions about your eligibility, contact the NFL Player Benefits Office.

### How T&P monthly amounts are determined

If you are awarded T&P benefits, your monthly payment amount depends on several factors:

- The category you qualify for
- Your Disability Credits (see page 14)
- Other benefits you may be receiving, such as pension benefits under the Pension Plan, certain neurocognitive disability benefits, and disability benefits paid by another employer plan (see pages 15-17)



#### Employee

You are an employee if you are employed by an NFL Club as an Active Player, or if you are otherwise employed by an NFL Club or an affiliate of an NFL Club immediately before or after employment as an Active Player. For a full definition, see the Glossary starting on page 64.

## How T&P categories work

If you are determined to be eligible, you will be awarded T&P benefits in one of the following four categories:

CATEGORY	CRITERIA
<b>Active Football</b>	<ul style="list-style-type: none"> <li>Your impairment(s) arises while you are an Active Player, and</li> <li>Your impairment(s) arises out of NFL-football activities, and</li> <li>Your impairment(s) causes you to be totally &amp; permanently disabled, and</li> <li>Your application for T&amp;P benefits is received within 18 months after you cease to be an Active Player</li> </ul>
<b>Active Nonfootball</b>	<ul style="list-style-type: none"> <li>Your impairment(s) arises while you are an Active Player, and</li> <li>Your impairment(s) does not arise out of NFL-football activities, and</li> <li>Your impairment(s) causes you to be totally &amp; permanently disabled, and</li> <li>Your application for T&amp;P benefits is received within 18 months after you cease to be an Active Player</li> </ul>
<b>Inactive A</b>	<ul style="list-style-type: none"> <li>Your application that results in an award of T&amp;P benefits is received within 15 years of the end of your last Credited Season, but</li> <li>You don't qualify for the Active Football or Active Nonfootball categories</li> </ul>
<b>Inactive B</b>	<ul style="list-style-type: none"> <li>Your application results in an award of T&amp;P benefits, but</li> <li>You don't qualify for any of the other categories</li> </ul>

## How are "NFL-football activities" defined?



The disabling impairment must have resulted from one of the following:

- NFL games (pre-season, post-season and/or regular season)
- NFL-football activities supervised by an NFL Club, including all required or directed activities



### Social Security awards and T&P categorization:

- If you are awarded T&P benefits based on an award of Social Security disability benefits, your category of benefits will be based on the date that the Social Security Administration letter was issued to you notifying you that you are eligible for disability benefits. Do not delay in notifying the Disability Plan about your Social Security disability award as it may affect when your benefit will start and the category of benefits for which you qualify.

## UNDERSTANDING THE DISABILITY BENEFITS: TOTAL &amp; PERMANENT DISABILITY

- The Social Security Administration's findings regarding the timing and causation of your total and permanent disability will not be binding and will be given less weight than contemporaneous medical evidence. The Committee and Board will make their own determinations about the timing and cause of your impairments, and the proper category for your T&P benefits, based on your application, Neutral Physician reports, and other records available to them.

### Substance abuse and T&P categorization

Generally, if your impairment was caused by the use of, addiction to, or dependence upon a **controlled substance**, alcohol, or **illegal drugs**, you can only qualify for benefits under the "Inactive B" category.

A different category could be assigned if:

- The abuse arose from the continuous use of a controlled substance prescribed while you were an Active Player for the treatment of injuries or illnesses arising out of NFL-football activities,
- Your application for T&P benefits is received no later than eight years after the end of your last Credited Season, and
- You otherwise meet the criteria for a different category.

See the Plan document or contact the NFL Player Benefits Office if you have questions about rules related to substance abuse.

### Psychological disorders and T&P categorization

Generally, if your impairment is the result of psychological or psychiatric disorders and your application is approved, you will only qualify for benefits under the "Active Nonfootball," "Inactive A," or "Inactive B" categories.

The "Active Football" category may be assigned if you otherwise meet the criteria for that category and one or more of the following are found to be true:

- The disabling disorder is caused by or relates to a **head injury** (or injuries) sustained in NFL-football activities,
- The disabling disorder is caused by or relates to the **use of a substance prescribed for you** by a licensed physician for an injury (or injuries) or illness arising out of NFL-football activities, or
- The disabling disorder is caused by an injury (or injuries) or illness that otherwise qualified you for the "Active Football" category.

See the Plan document or contact the NFL Player Benefits Office if you have questions about rules related to psychological and psychiatric disorders.



#### Controlled Substance

This is defined by federal law, and includes some drugs that may have been lawfully prescribed by your doctor.

#### Illegal Drugs

This includes all drugs and substances taken in violation of federal, state or local law or NFL policy.

UNDERSTANDING THE DISABILITY BENEFITS: **TOTAL & PERMANENT DISABILITY****How T&P categories affect award amounts**

Generally, if you are awarded T&P benefits, your monthly payment amount is the greater of:

- Your **Disability Credits** and
- The minimum benefit for your category

Here are the minimum monthly T&P payment amounts for each category.

CATEGORY	4/1/2020 – 3/31/2031	MINIMUM MONTHLY PAYMENT EFFECTIVE 4/1/2031 ♦	
		\$22,084	\$4,000
Active Football			
Active Nonfootball			
Inactive A			
Inactive B ♦			

♦ Unless the Plan is amended to provide otherwise, these are the minimum monthly payment amounts as of April 1, 2031.

♦ See page 15 for information about Neurocognitive Supplement and Inactive B T&P payments.

**For information about T&P awards based on applications received before January 1, 2015, refer to Appendix C (page 91).**

**Disability Credits**

Your Disability Credits are equal to the sum of your Benefit Credits and 2011 Legacy Credits (if you have Legacy Credits) under the Pension Plan. Disability Credits do not include Special Credits or 2020 Legacy Credits. To learn more about Benefit Credits, Legacy Credits, and Special Credits, or to find out what Credits you have earned under the Pension Plan, visit [nflplayerbenefits.com](http://nflplayerbenefits.com) or contact the NFL Player Benefits Office.

**QUESTIONS**

Call the NFL Player Benefits Office **800.638.3186**

**JO-00471**

## How the Neurocognitive Supplement increases some T&P payments

You will be eligible to receive an additional \$1,667 per month for a limited amount of time if:

1. You qualify for NC benefits under the moderate category within 15 years of the end of your last Credited Season, and then
2. You qualify for Inactive B T&P benefits.

If these conditions are met, you will receive the additional monthly payment from the month you are awarded Inactive B T&P benefits until the earliest of the following dates:

- The month your T&P benefits cease,
- The month after you turn 55, or
- March 31, 2031 (unless the Plan is amended to provide otherwise).

To learn more about NC benefits, go to page 27.

## How other benefits affect your monthly T&P payment amount

T&P benefits, including the minimum amounts noted above, will be reduced by any disability benefits provided by an employer other than the NFL or an NFL Club, but will not be reduced by workers' compensation benefits.

If you are receiving disability benefits from a source other than workers' compensation, you must inform the Disability Plan.

## SSDI Offset

Beginning January 1, 2024, most Players who are receiving Inactive A T&P benefits are subject to a Social Security Disability Insurance ("SSDI") Offset. The only Players excluded from the SSDI Offset are those who are age 65 and older and those who are 88 Eligible Players under the 88 Plan. If the SSDI Offset applies to you, then your monthly Inactive A T&P benefits will be reduced by the monthly SSDI payment you received in the prior year, minus government insurance premiums.

If the Plan is aware that you receive SSDI payments, but not the amount for the prior year, \$3,000 will be withheld from your monthly benefit. Upon providing evidence of the actual SSDI payment, your benefits will be corrected.

**It is your responsibility to inform the Plan about your SSDI benefit payment amounts.** If the Plan has not reduced your Inactive A benefit payments because you have failed to inform the Plan that you receive SSDI benefits, the Plan will, upon learning that you receive SSDI benefits, immediately suspend your T&P benefit payments until you provide evidence of your payment amounts for all past periods and the Plan has recovered all past overpayments.

T&P benefit payment amounts can be reduced by pension benefits available from the Pension Plan. Generally, the following rules apply.

- If you were paid an **Early Payment Benefit (EPB)** under the Pension Plan, your monthly T&P benefits will be reduced.
- If you were awarded T&P benefits before age 55, your T&P benefits will be reduced as of the first day of the month on or after you are age 55. The amount of the reduction will be equal to the monthly pension payment you could elect to receive at age 55 if paid in a Life Only Pension form. This reduction applies even if you defer the receipt of your pension payments past age 55.
- If you were awarded T&P benefits after age 55, your T&P benefits will generally be immediately reduced by the monthly pension payment you are eligible to receive, assuming that you elected to receive your entire benefit in a Life Only Pension from the beginning on the date your T&P benefits begin.
  - » **SPECIAL RULE —** If you were awarded T&P benefits after age 55, and you attained age 55 on or before August 1, 2011, your T&P benefits will be reduced when you commence your Benefit Credit



### Early Payment Benefit (EPB)

Equal to 25% of the value of your Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

## UNDERSTANDING THE DISABILITY BENEFITS: TOTAL &amp; PERMANENT DISABILITY

Pension and/or your Legacy Credit Pension. The amount of the reduction is equal to the monthly pension payment as if paid in a Life Only Pension form when it is started. This means that your monthly T&P benefit reduction will also include increases in your pension benefit due to the delay in starting your pension benefits.

- If you were already receiving monthly pension payments when you are awarded T&P benefits, your T&P benefits will be reduced by your monthly pension payments as if you had elected a Life Only Pension form.
- If your T&P benefits were reduced as described above, and your Benefit Credit Pension or Legacy Credit Pension is increased at a later date (e.g., increases as a result of the 2020 CBA), your T&P benefit will be similarly reduced by the increase in pension benefits.

Your T&P benefit payments may also be reduced by qualified domestic relations orders, IRS levies, criminal garnishments, and other similar court orders.

### Things to consider if you are approved for T&P benefits

#### Effective date

In general, if your T&P application is approved, your effective date is the first day of the month that is two months prior to the date your completed application was received by the NFL Player Benefits Office. Your first payment will be retroactive to that effective date.

#### For example,

if you apply for T&P benefits in **September 2022**, and your application is approved, your effective date will be **July 1, 2022**. Your first payment will cover all months between the effective date and the first payment date.



#### Effective date if you submit an award of Social Security disability benefits while you have a pending application

If you submit an award of Social Security disability benefits to the Disability Plan while you have a pending application for T&P benefits, and the Committee or Board approves your application for T&P benefits on that basis, your effective date is the first day of the month that is two months prior to the date of the letter awarding Social Security disability benefits. ♦ The onset date of Social Security disability benefits and the date that such benefits become payable are irrelevant.

**For example,**

if you

- apply for T&P benefits in **September 2021**,
- are approved for Social Security disability benefits in **December 2021**, and
- are awarded T&P benefits because of the Social Security award,

your effective date will be **October 1, 2021**. Your first payment will cover all months between the effective date and the first payment date.

❖ **Exception:** If you do not submit your notice of award of Social Security disability benefits to the Plan within six months from the date of the notice, your effective date will be the first day of the month that is two months prior to the date that you submitted your award to the Plan.

**Duration of payments**

In general, if your application is approved, your T&P benefits will be paid monthly until (1) you cease being totally and permanently disabled, (2) you die, or (3) the collective bargaining parties modify, reduce, or terminate this benefit. While you receive the benefit, you are subject to the Plan's continuation requirements, described below. The duration (and amount) of T&P benefits may also be impacted by the termination of the current CBA. See page 43 for more information.



**Benefits under this Disability Plan are not vested.**

**Requirements for continuation of T&P benefits**

T&P payments will stop if you cease to be **totally and permanently disabled**. In general, this means you must continue to satisfy the administrative standards and continue to:

- satisfy the medical standards if you were initially awarded T&P benefits by satisfying those standards; or
- receive Social Security disability benefits if you were awarded T&P benefits based on receipt of such benefits.

## UNDERSTANDING THE DISABILITY BENEFITS: TOTAL &amp; PERMANENT DISABILITY

To help the Disability & Survivor Benefit Plan determine whether you continue to be totally and permanently disabled based on the medical standards, you must comply with the following rules:

- **Submit an executed IRS Form 4506 by November 1 of each year, allowing the Disability Plan to obtain a copy of your annual tax return directly from the IRS.** If you have not filed your annual tax return by that date, you must instead (1) submit a signed statement that you do not intend to file a tax return, and state your total income from all sources for that year, or (2) submit an accounting of your total income from all sources for that year. You are exempt from these requirements if you are age 65 or older by the November 1 deadline.
- **Attend a medical examination with a Neutral Physician if asked to do so.** Every five years, the Plan may refer you for examination with Neutral Physicians. Such examinations may occur more frequently, at the request of three or more voting members of the Board, but not more often than every six months. Failure to attend these medical evaluations upon request could result in a suspension or termination of your T&P benefits. These medical examinations are subject to the rules on page 38.

Your T&P benefits may be suspended if you fail to submit to a required physical examination or to submit an IRS Form 4506 (Request for Copy of Tax Return) and, if necessary, a signed statement or accounting. You should review the Plan document for specific rules and exceptions.



**If you receive Social Security disability benefits or Supplemental Security Income program benefits each year and submit proof of receipt of such benefits, the income disclosure and medical examination requirements may not apply.**

- You must report any revocation of Social Security Disability benefits or Supplemental Security Income program benefits to the Disability Plan as soon as those benefits are revoked.
- If you fail to do so, your T&P benefits may be terminated retroactive to the date of revocation and you may be liable for any overpayment.
- If the cause of revocation is your receipt of T&P benefits under the Disability Plan, your T&P benefits may continue if you meet the above rules relating to annual income disclosure and periodic physical examinations.
- If four or more members of the Board determine, in their discretion, that you are not totally and permanently disabled, despite receiving Social Security disability benefits, your T&P benefits will be terminated.

Effective April 1, 2024, receipt of Social Security Disability Insurance or Supplemental Security Income benefits will no longer establish that a Player qualifies for T&P benefits. Any Player seeking to establish that he continues to be eligible for T&P benefits after April 1, 2024 will be required to establish his eligibility based on medical examinations with Plan Neutral Physicians.

**Whether you are subject to the medical standards or the Social Security standard, inform the Plan immediately if you begin working.**

If you fail to inform the Plan when you begin working, your T&P benefits may be terminated retroactive to the date that you began work and you may be liable for any overpayment.

If your T&P benefits are suspended, the suspension will continue until such failure is resolved to the satisfaction of the Board. If such failure is not resolved to the satisfaction of the Board within one year after you are notified of the consequences of your failure, your T&P benefits will be terminated. In that event, you must submit a new application to be eligible to receive any further T&P benefits. If you submit such an application within the one year following termination, your T&P benefits may be reinstated and the category under which your benefit is classified will be the same as before. If you submit an application after that one-year period, your application will be subject to the Plan's effective date and classification rules for new applications.

The Committee meets regularly to review eligibility for continuation of T&P benefits. If the Committee cannot come to a decision on your continued eligibility, that "deadlock" will be treated as a deemed denial of your continued eligibility to receive benefits. If you disagree with the Committee's decision, you may appeal the decision to the Board.

See page 42 and page 57 for more information about what happens in case of a denial or deemed denial of continued eligibility to receive benefits.

### **Reclassification**

Requests for reclassification are **not permitted**. There is ONE exception to this rule.

If you are awarded Active Nonfootball T&P benefits, you may seek reclassification into the Active Football category if:

- Your reclassification request is submitted within 18 months of the date you cease to be an Active Player, and
- You can show, by clear and convincing evidence, that you meet the criteria of the Active Football category due to either:
  1. a new impairment that did not exist during your original application for T&P benefits or
  2. an impairment that did exist, but has become totally and permanently disabling following your original award of Active Nonfootball T&P benefits.

UNDERSTANDING THE DISABILITY BENEFITS: **TOTAL & PERMANENT DISABILITY**

If reclassification is granted, the award will be retroactive to two months prior to the date the written request for reclassification was received by the Disability Plan.

If you are receiving T&P benefits under the Active Nonfootball category, and you think you may be eligible for reclassification, contact the NFL Player Benefits Office.

**Interested in applying for Total & Permanent Disability benefits?**

Go to page 34 to learn more about the application process.

## UNDERSTANDING THE DISABILITY BENEFITS:

# Line-of-Duty Disability



The Line-of-Duty Disability ("LOD") benefit pays a monthly benefit to eligible Players who are determined to have sustained a **substantial disablement** as a result of **NFL-football activities**.

## Who is eligible to receive LOD benefits?

You are eligible to receive LOD benefits if you meet the **medical standard** and the **administrative requirements** for the Plan's LOD benefits:



### The medical standard for LOD benefits

The medical standard for LOD benefits is that you must have incurred a **substantial, permanent disablement** that arose out of **NFL-football activities**.

## What is a “substantial disablement?”

For your impairment to be considered a **substantial disablement**, it must meet one of the following criteria:

- You have orthopedic impairments that add up to at least 9 points in the Point System for Orthopedic Impairments ("Point System") (If your application was received prior to April 1, 2020, your orthopedic impairments must add up to at least 10 points instead)
  - » Each impairment in the Point System ranks on a scale of 1 to 10 with 10 being the most severe. The complete Point System is included in this document (Appendix A, page 71).
  - » Surgeries, injuries, treatments, and medical procedures that occur after the application deadline (see page 24) will not receive points and will be disregarded by the Committee and Board.
- Your impairment results in a 50% or greater loss of speech or sight
- Your impairment results in a 55% or greater loss of hearing
- Your impairment is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system, except that neurocognitive impairments, brain-related neurological impairments, and psychiatric impairments will not be considered.

## What is a “permanent” disablement?

A disablement is **permanent** if it has persisted or is expected to persist for at least 12 months from the date of its occurrence, excluding any reasonably possible recovery period.

**How does the permanent rule work?** If you are recovering from a recent surgery, for example, your application may be denied—or you may be asked to reapply later. Until you recover, it may be impossible to determine whether your impairment is “permanent.”

## How are “NFL-football activities” defined?

**The disabling impairment must have resulted from one of the following:**



- NFL games (pre-season, post-season and/or regular season)
- NFL-football activities supervised by an NFL Club, including all required or directed activities

You will meet the medical standard for LOD benefits if both of the following occur:

- **At least one Neutral Physician finds that you have a substantial, permanent disablement that arose out of NFL-football activities.** This decision is generally made after a Neutral Physician reviews your medical records and supporting documents and performs a medical exam.
- **The Committee or Board finds that you have a substantial, permanent disablement that arose out of NFL-football activities.** This decision will be made by reviewing your application, any supporting documents that you provide, Neutral Physician report(s), and any records in your file.

In some cases, the Committee or Board may award LOD benefits without a Neutral Physician examination. This may occur only when the Committee or Board determines that your operative reports (or your Club medical records documenting surgical procedures) demonstrate that you have at least 9 points under the Point System.



### Neutral Physician

A physician assigned by the Plan to examine you and report on your condition. Neutral Physicians are jointly designated by the NFLMC and the NFLPA. They certify that their opinions will be provided without bias for or against any Player. Because they receive a flat fee for their services, their compensation does not depend on whether their opinions favor or disfavor an award of benefits.

## UNDERSTANDING THE DISABILITY BENEFITS: LINE-OF-DUTY DISABILITY

**The administrative requirements for LOD benefits**

Unless an exception applies, you must meet all of the following administrative requirements to be eligible for LOD benefits. You can learn more about each requirement by following the symbols (e.g., ♦):

**Administrative requirements for LOD benefits**

- You are a former Player
- You are not receiving Pension Plan benefits
- You are not receiving LOD benefits from the Pension Plan
- You apply on time ♦
- You do not have another pending application for Disability Plan benefits ♦
- You do not have a prior application for LOD benefits that was denied within the last 12 months ♦
- If requested, you attend examinations with Plan neutral physicians arranged for you, and provide additional information requested of you ♦
- You are not a **Pension Expansion Player** in the Pension Plan
- You must submit at least one medical record in support of your application
- You did not previously receive LOD benefits for 90 months

♦ See below

♦ Learn more about this requirement on page 35

♦ Learn more about this requirement on page 45

♦ Learn more about this requirement on page 38

**What are the deadlines for applying for LOD benefits?**

Your deadline for applying for LOD benefits depends on your Credited Seasons.

- If you have **four or fewer** Credited Seasons, your application must be received within 48 months of the date you are no longer an **Active Player**.
- If you have **five or more** Credited Seasons, your deadline is the number of years after you are an Active Player that is equal to your number of Credited Seasons.

**For example**, if you have six Credited Seasons, you have up to six years to apply after you are no longer an **Active Player**.

**Pension Expansion Player**

A Player who (a) was alive on March 15, 2020, (b) earned at least three (3) Credited Seasons, and (c) does not satisfy the conditions to be a "Vested Inactive Player" under the Pension Plan.

**Active Player**

Generally, you are an Active Player if you are obligated to perform football playing services under a contract with an NFL Club. For purposes of qualifying for total and permanent disability benefits only, you are also an Active Player up until July 31 next following or coincident with the expiration or termination of such contract.

## UNDERSTANDING THE DISABILITY BENEFITS: LINE-OF-DUTY DISABILITY

**How LOD award amounts are determined**

If you are awarded LOD benefits, your monthly payment is equal to the greater of:

- The sum of your **Disability Credits** for your Credited Seasons, or
- \$4,000 (this amount was increased to \$4,500 on January 1, 2021).

Unless the Plan is amended to provide otherwise, effective April 1, 2031, monthly LOD payments for all Players will be reduced to the greater of:

- The sum of your **Benefit Credits** for your Credited Seasons, or
- \$1,000.

If you were eligible for and elected to receive an **Early Payment Benefit (EPB)** under the Pension Plan, and were then awarded LOD benefits, your monthly LOD benefits will be reduced. Contact the NFL Player Benefits Office to find out what your monthly benefit would be in this case.

**Things to consider if you are approved for LOD benefits****Effective date**

If your LOD application is approved, your effective date is the first day of the month that is two months prior to the date your completed application was received by the NFL Player Benefits Office. Your first payment will be retroactive to that effective date.

**For example,**

if you apply for LOD benefits in **September 2021**, and your application is approved, your effective date will be **July 1, 2021**. Your first payment will cover all months between the effective date and the first payment date.

**Disability Credits**

Your Disability Credits are equal to the sum of your Benefit Credits and 2011 Legacy Credits (if you have Legacy Credits). Disability Credits do not include Special Credits or 2020 Legacy Credits. To learn more about Benefit Credits, Legacy Credits, and Special Credits, or to find out what Credits you have earned, visit [nflplayerbenefits.com](http://nflplayerbenefits.com) or contact the NFL Player Benefits Office.

**Benefit Credits**

Your Benefit Credits are the sum of the Benefit Credits you earned for each of your Credited Seasons under the Pension Plan. Benefit Credits do not include Legacy Credits or Special Credits. See the Glossary for more information.

**Early Payment Benefit (EPB)**

Equal to 25% of the value of your Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

## Duration of payments

If you are determined to be eligible, your LOD benefits will be paid monthly as long as your disability qualifies as a "substantial disablement," subject to the Plan's continuation requirements, described below, but for **no longer than 90 months**. The duration (and amount) of LOD benefits may also be impacted by the termination of the current CBA, Plan amendment, or Plan termination. See page 43 for more information. Your payments will also cease if you apply for and receive retirement benefits under the Pension Plan.



**Benefits under this Disability Plan are not vested.**

## Continuation of LOD benefits

You may be subject to medical evaluations, but not more frequently than once every six months, to confirm continued eligibility. Failure to attend these medical evaluations upon request could result in a denial of your continued eligibility to receive LOD benefits. These medical examinations are subject to the rules at page 38.

The Committee considers eligibility for continuation of LOD benefits. If the Committee cannot come to a decision on your continued eligibility, that "deadlock" will be treated as a deemed denial of your continued eligibility to receive benefits. If you disagree with the Committee's decision, you may appeal the decision to the Board.

See page 42 and page 57 for more information about what happens in case of a denial or deemed denial of continued eligibility to receive benefits.



**Interested in applying for Line-of-Duty Disability benefits?**

Go to page 34 to learn more about the application process.

## UNDERSTANDING THE DISABILITY BENEFITS:

# Neurocognitive Disability

The NC logo consists of the letters "NC" in a bold, yellow, sans-serif font, positioned within a white circular graphic.

The Neurocognitive Disability ("NC") benefit pays a monthly benefit to eligible Players who are determined to have a mild or moderate neurocognitive impairment.

## Who is eligible to receive NC benefits?

You are eligible to receive NC benefits if you meet the **medical standard** and the **administrative requirements** for the Plan's NC benefits:



### The medical standard for NC benefits

The medical standard for NC benefits is that you must have a **mild** or **moderate neurocognitive impairment**.

## What is a “mild” or “moderate” neurocognitive impairment?

The Plan uses very specific definitions for **“mild”** and **“moderate”** neurocognitive impairment and relies on neurologists and neuropsychologists to apply them in the cases of specific Players. Neuropsychologists measure a person’s cognitive abilities—such the ability to think and respond to stimuli—using a battery of tests designed for that purpose.

**Mild neurocognitive impairment:** The Plan defines a mild neurocognitive impairment as a mild objective impairment in one or more domains of neurocognitive functioning which reflect acquired brain dysfunction, but not severe enough to interfere with your ability to independently perform complex activities of daily living or to engage in any occupation for remuneration or profit.

**Moderate neurocognitive impairment:** The Plan defines a moderate neurocognitive impairment as a mild-moderate objective impairment in two or more domains of neurocognitive functioning which reflect acquired brain dysfunction and which may require use of compensatory strategies and/or accommodations in order to independently perform complex activities of daily living or to engage in any occupation for remuneration or profit.

You will meet the medical standard for NC benefits if both of the following occur:

- **At least one Neutral Physician finds that you have a mild or moderate neurocognitive impairment.** This decision is generally made after a Neutral Physician reviews your medical records and supporting documents and performs a medical exam. You will also be referred for neuropsychological testing (see below).
- **The Committee or Board finds that you have a mild or moderate neurocognitive impairment.** This decision will be made by reviewing your application, any supporting documents that you provide, Neutral Physician report(s), and any records in your file.

### Neuropsychological testing for NC benefits

If you are referred for examination by a Plan neutral neuropsychologist, you will undergo neuropsychological testing, including two validity tests to determine whether your overall test results are reliable and valid.

- If you fail both validity tests, you will not be eligible for the NC benefit.
- If you fail one validity test, you will be eligible for the NC benefit if the neuropsychologist provides a satisfactory explanation to the Committee or the Board for why you should receive the NC benefit despite the failed validity test.

### Substance abuse, psychiatric conditions, and NC eligibility

You will not be eligible for NC benefits if your neurocognitive impairment was caused by substance abuse or a psychiatric condition. If you have a substance abuse or psychiatric condition, you may be eligible for neurocognitive benefits only if your neurocognitive impairment is not caused by your substance abuse or a psychiatric condition.

## UNDERSTANDING THE DISABILITY BENEFITS: NEUROCOGNITIVE DISABILITY



### The administrative requirements for NC benefits

Unless an exception applies, and effective for applications received on and after April 1, 2021, you must meet all of the following administrative requirements to be eligible for NC benefits. You can learn more about each requirement by following the symbols (e.g., ♦):

## Administrative requirements for NC benefits

- You are a former Player who is
  - » A Vested Inactive Player based on Credited Seasons alone, or
  - » Not a Vested Inactive Player, and you apply within 7 years of the date you are no longer an **Active Player**.
- You also
  - » apply on time, and
  - » are under age 65, and
  - » sign the Release, Waiver, and Covenant Not to Sue, and ♦
  - » submit at least one medical record in support of your application, and ♣
  - » attend any Neutral Physician examinations arranged for you, and provide any additional information required of you. ♣
- You are not
  - » receiving retirement benefits from the Pension Plan, or
  - » receiving Total & Permanent Disability (T&P) benefits from the Disability Plan or the Pension Plan, or
  - » a **Pension Expansion Player**, meaning a Player who (1) was alive on March 15, 2020, (2) earned at least three Credited Seasons, and (3) does not satisfy the conditions to be a Vested Inactive Player under the Pension Plan, or
  - » a Player who
    - previously received NC benefits which ceased because you reached age 55, or
    - has another pending application for Disability Plan benefits, or ♣
    - had a prior application for NC benefits denied within the last 12 months. ♦

♦ Learn more about this requirement on page 30

♣ Learn more about this requirement on page 36

♣ Learn more about this requirement on page 37

♦ Learn more about this requirement on page 34

♦ Learn more about this requirement on page 44

## UNDERSTANDING THE DISABILITY BENEFITS: NEUROCOGNITIVE DISABILITY

**What are the deadlines for applying for NC benefits?**

All applications for NC benefits must be received in complete form before you reach age 65 and by March 31, 2031, unless this deadline is extended through collective bargaining. All monthly NC benefits cease in March 2031 unless the Disability Plan is amended by the NFLPA and the NFLMC to extend these benefits.

- » If you are not a Vested Inactive Player, your application must be received **within 7 years of the date you are no longer an Active Player.**

**The "Release, Waiver, and Covenant Not to Sue"**

To be eligible for NC benefits, you must sign a release, waiver, and covenant not to sue confirming that you will not sue the League, any NFL Club, their employees, or affiliates in an action alleging head and/or brain injury. This release, waiver, and covenant not to sue is voided if your application is permanently denied or if you never receive NC benefits due to receipt of T&P or LOD benefits under this Plan or the Pension Plan.

This release, waiver, and covenant not to sue does not extend to insurance or other benefits available under (1) any Collective Bargaining Agreement between the NFLMC and the NFLPA, (2) the Final Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, Civ. Action No. 2:12-md-02323-AB, MDL No. 2323, or (3) the workers' compensation laws. You can find the full text of the release, waiver, and covenant not to sue in Appendix B of this document (page 89).

**How NC award amounts are determined**

If you are awarded NC benefits, your monthly payment depends on several factors:

- Whether you were found to have a mild or moderate neurocognitive impairment
- Your **Disability Credits**

**Active Player**

Generally, you are an Active Player if you are obligated to perform football playing services under a contract with an NFL Club. For purposes of qualifying for total and permanent disability benefits only, you are also an Active Player up until July 31 next following or coincident with the expiration or termination of such contract.

**Disability Credits**

Your Disability Credits are equal to the sum of your Benefit Credits and 2011 Legacy Credits (if you have Legacy Credits). Disability Credits do not include Special Credits or 2020 Legacy Credits. To learn more about Benefit Credits, Legacy Credits, and Special Credits, or to find out what Credits you have earned, visit [nflplayerbenefits.com](http://nflplayerbenefits.com) or contact the NFL Player Benefits Office.

**QUESTIONS**

Call the NFL Player Benefits Office **800.638.3186**

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**JO-00487**

UNDERSTANDING THE DISABILITY BENEFITS: **NEUROCOGNITIVE DISABILITY****If you are awarded NC benefits due to a mild neurocognitive impairment**

Your monthly payment will be the greater of:

- 50% of your Disability Credits, or
- The mild NC minimum for the month, as follows:

<b>April 1, 2020 through March 31, 2022</b>	<b>\$3,000</b>
<b>April 1, 2022 through March 31, 2024</b>	<b>\$3,500</b>
<b>April 1, 2024 through March 31, 2026</b>	<b>\$4,000</b>
<b>April 1, 2026 through March 31, 2028</b>	<b>\$4,500</b>
<b>April 1, 2028 through March 31, 2031</b>	<b>\$5,000</b>
<b>After March 31, 2031</b>	<b>\$0</b>

**If you are awarded NC benefits due to a moderate neurocognitive impairment**

Your monthly payment will be the greater of:

- Your Disability Credits, or
- The moderate NC minimum for the month, as follows:

<b>April 1, 2020 through March 31, 2022</b>	<b>\$5,000</b>
<b>April 1, 2022 through March 31, 2024</b>	<b>\$5,500</b>
<b>April 1, 2024 through March 31, 2026</b>	<b>\$6,000</b>
<b>April 1, 2026 through March 31, 2028</b>	<b>\$6,500</b>
<b>April 1, 2028 through March 31, 2031</b>	<b>\$7,000</b>
<b>After March 31, 2031</b>	<b>\$0</b>

## UNDERSTANDING THE DISABILITY BENEFITS: NEUROCOGNITIVE DISABILITY

If you were eligible for and elected to receive an **Early Payment Benefit (EPB)** under the Pension Plan, and were then awarded NC benefits, your monthly NC benefits will be reduced by 25% if you receive the minimum benefit in the tables above. If your monthly payment is based on your Disability Credits instead, contact the NFL Player Benefits Office to find out what your monthly benefit would be in this case.

### Things to consider if you are approved for NC benefits

#### Effective date

If your NC application is approved, your effective date is the first day of the month that is two months prior to the date your completed application was received by the NFL Player Benefits Office. Your first payment will be retroactive to that effective date.

#### For example,

if you apply for NC benefits in **September 2021**, and your application is approved, your effective date will be **July 1, 2021**. Your first payment will cover all months between the effective date and the first payment date.

#### Duration of payments

In general, if your application is approved, your NC benefits will be paid monthly for up to 180 months, subject to the Plan's continuation requirements, described below. However, NC awards end before 180 months:

- When you no longer have a mild or moderate neurocognitive impairment,
- When you turn 65,
- When you receive your first Pension Plan payment,
- When you die, or
- After March 2031 (unless the Plan is amended to provide otherwise)

The duration (and amount) of NC benefits may also be impacted by the termination of the current CBA, Plan amendment, or Plan termination. See page 43 for more information.



**Benefits under this Disability Plan are not vested.**



#### Early Payment Benefit (EPB)

Equal to 25% of the value of your Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

## UNDERSTANDING THE DISABILITY BENEFITS: NEUROCOGNITIVE DISABILITY

**Continuation of NC benefits**

You may be asked to attend Neutral Physician evaluations to confirm continued eligibility, but not more often than once every two years. Failure to attend these medical evaluations upon request could result in a denial of your continued eligibility to receive NC benefits. These medical examinations are subject to the rules at page 38.

The Committee considers eligibility for continuation of NC benefits. If the Committee determines that you are no longer eligible for NC benefits, or deadlocks on whether you are still eligible for NC benefits, your continued eligibility for NC benefits will be denied. You can appeal the Committee's determination to the Board. See page 44 and page 57 for more information about what happens in case of a denial or deemed denial of continued eligibility to receive benefits.

**Reclassification**

You may request reclassification of your NC benefit from the "mild impairment" to "moderate impairment" category, but not more often than once every three years. However, if you sustain a new injury or illness that causes neurocognitive impairment, you may request reclassification at any time.

**88 Plan eligibility**

Players awarded NC benefits also may be eligible for up to \$10,000 per year in reimbursements under the 88 Plan. The 88 Plan helps eligible former Players pay for expenses related to the treatment of **Dementia, Amyotrophic Lateral Sclerosis (ALS), or Parkinson's Disease**.

You can learn more about the 88 Plan in its Summary Plan Description. The 88 Plan Summary Plan Description is available at [nflplayerbenefits.com](http://nflplayerbenefits.com) or by request from the NFL Player Benefits Office.

**Interested in applying for Neurocognitive Disability benefits?**

Go to page 34 to learn more about the application process.

**Dementia, Amyotrophic Lateral Sclerosis (ALS), and Parkinson's Disease**

The 88 Plan has its own definitions for these terms. Refer to the Glossary (starting on page 64) for more about the 88 Plan's definitions of these terms.

# Applying for Disability Benefits



**Look out for this icon for tips and information around applying for disability benefits and managing the award process.**

Each disability application has been designed to be simple enough that you can complete it on your own. If you have any questions or need help with your application, contact the NFL Player Benefits Office.



If you wish, NFL Player Benefits Office staff can fill out your application based on your direction and will send it to you for your review and signature.

You have the right to retain an attorney or advisor should you wish to do so for any reason. If you decide you want to retain someone to help you, the NFL Player Benefits Office can provide you with the forms you need to appoint an attorney or advisor as an authorized representative.



Be aware that many attorneys demand a significant portion of your disability benefits just to file an initial application.

**Whether you apply on your own or have assistance, the following pages describe the steps of the application process.**

APPLYING FOR DISABILITY BENEFITS: **CHOOSE THE BENEFIT(S)**

## Choose the benefit(s) you want to apply for

You may apply for T&P benefits, LOD benefits, or NC benefits, or for a combination of these benefits. If you apply for multiple benefits, and are determined to be eligible for more than one, you will only receive the one with the highest monthly payment amount. You can learn more about this on page 41.

- i** You may apply for any combination of benefits in a single application, but you can only have one application considered at a time.

Once your complete application for one or more benefits has been received by the NFL Player Benefits Office it will be considered "pending." You may not submit any additional applications while you have a pending application in process unless:

- You withdraw the pending application before it has been presented to the Committee for a decision, or in the case of an appeal, before you have been examined by a Neutral Physician on appeal;
- All benefit claims on your pending application are denied and the time for appeal for each benefit claim has expired;
- Your appeal for any and all pending claims is denied and is not subject to further administrative review; or
- You submit a new application during the same calendar month as your earlier application. See the Plan document for details.

You can learn more about administrative review and what to do in case of denial on page 42 and page 44.

APPLYING FOR DISABILITY BENEFITS: **COMPLETE THE APPLICATION(S)**

## Complete the application(s) and provide supporting documents

You can apply for disability benefits either online at [nflplayerbenefits.com](http://nflplayerbenefits.com) or by submitting a paper version of the application form(s) to the NFL Player Benefits Office. Applications can be downloaded from [nflplayerbenefits.com](http://nflplayerbenefits.com) and printed. If you would prefer, the NFL Player Benefits Office can send you hard copies of the application form(s) by mail.

**When completing your application(s), be sure to include information about any and all impairments you have that you think support your claim for that particular disability benefit.**

The Committee or Board will only consider impairments that you include on your initial application unless a Neutral Physician who evaluates you recommends otherwise (see below).



Be sure to include ALL impairments you want considered on your initial application for benefits.

### Supporting documents

**You must submit at least one medical record in support of your application. It is strongly recommended that you provide all available medical records and other documents to support your case.** All medical records and other documents you wish to have considered as part of your application must be received by the NFL Player Benefits Office for your application to be considered complete.



**Do not include actual films (e.g., x-rays, MRIs) with the supporting documents you send to the NFL Player Benefits Office.** If you want any of these to be considered, you can bring them with you to your examination with the Neutral Physician (See page 37).

## APPLYING FOR DISABILITY BENEFITS: COMPLETE THE APPLICATION(S)

Here are some examples of the kinds of documents that could be useful in supporting each type of benefit application:

**T&P****Total & Permanent Disability**

- NFL Club records or third-party medical records (including records from treating physicians) that document injuries, impairments, treatments, and if applicable, why your impairment or injuries are related to NFL-football activities
- Operative reports
- Reports from medical imaging
- Documents that support exceptions for substance abuse or psychiatric problems (if applicable)
- Prior to April 1, 2024, SSA disability award and supporting documents (if applicable)

**LoD****Line-of-Duty Disability**

- Operative reports
- NFL Club records that document injuries, impairments, treatments, and if applicable, why your impairment or injuries are related to NFL-football activities. Third-party medical records that report surgical procedures will be useful if corroborating evidence is available to confirm the procedure and its relationship to NFL-football activities.
- Reports from medical imaging

**NC****Neurocognitive Disability**

- Treatment records relating to any psychiatric/psychological conditions you may have
- Transcripts from colleges or graduate schools attended
- Reports from baseline neuropsychological tests

To obtain your NFL medical records, contact the Head Athletic Trainer of the most recent Club with which you had a contract



## Attend a medical examination by one or more Neutral Physicians, if requested

If requested, **you must attend a medical examination by one or more Neutral Physicians**. At least one Neutral Physician must find that you satisfy the medical standard for the benefit you applied for. ♦ The examination will be paid for by the Disability Plan. If you have to travel to attend this examination, your reasonable travel expenses will be covered by the Disability Plan.

**T&P**

❖ **Exception:** This generally does not apply if you were awarded T&P benefits based on receipt of Social Security disability benefits. But you may be referred to one or more Neutral Physicians at the discretion of the Board or Committee even if you are receiving Social Security disability benefits.

**LoD**

If you are applying for LOD benefits, you will receive a “whole body” orthopedic examination by a Neutral Physician unless you request otherwise.

After confirmation of a complete application, the NFL Player Benefits Office may contact you with an appointment date for your medical examination with a Neutral Physician. By submitting your application, you are certifying that you will be able to attend such examination within 30 days from the date the NFL Player Benefits Office receives your application.



### You must attend scheduled exams.

Pay close attention to these rules around scheduling and attending exams, and prepare accordingly.

If you need to reschedule, change, or cancel this appointment, you must contact the NFL Player Benefits Office at least two business days in advance of your appointment. **If you do not do so, you may become ineligible for the benefit.**

#### For example,

if your neutral exam is set for Thursday May 16, and you can't attend it that day, you must inform the NFL Player Benefits Office by 5 p.m. eastern time on Monday May 13. If Monday May 13 is a holiday, then your deadline to notify the NFL Player Benefits Office is 5 p.m. eastern time on Friday May 10.

## APPLYING FOR DISABILITY BENEFITS: ATTEND EXAMINATION(S)

**You can only reschedule, change, or cancel your appointment with each Neutral Physician once.**

You cannot reschedule your exam if you have already rescheduled your exam, even if you provide advance notice.

**Generally, your application for benefits will be denied if you refuse or fail to attend your scheduled (or rescheduled) appointment.** The only exception to this rule is if you fail to attend your examination and the Committee or Board concludes that you did not attend due to circumstances beyond your control.

-  Your attorney, representative, family members, and other third parties generally are not permitted to attend Plan neutral exams with you or contact Neutral Physicians. In addition, Plan neutral exams cannot be recorded in any way.

Neutral Physicians provide important reports that help the Committee and Board with their decisions about benefit eligibility. Neutral Physicians have been instructed to treat each Player fairly, without bias for or against his application. The Disability Plan also has a full-time Medical Director, who is a physician, who provides advice about the Neutral Physicians and medical examination procedures.

If you would like a Neutral Physician to review any of your medical records, your records must be submitted to the NFL Player Benefits Office **at least 10 days before your scheduled examination.**

-  Don't submit any films (e.g., x-rays, MRIs) to the NFL Player Benefits Office. Carry these with you to your appointment.

You must identify all impairments that you wish to be considered on your application for disability benefits. Additional impairments that you identify later will not be considered. The only exception is where a Neutral Physician recommends that additional impairments be considered, and the Committee or Board concludes, in its discretion, that they should be considered.



## Await decision by the Committee

After your medical examination is complete, the Committee will consider your evaluation report along with the rest of your application. The Committee will consider all of the elements of your application for benefits at the earliest possible meeting. At that time, they will make a decision to approve or deny benefits, or to seek further information. Most Players receive a decision within 45 days of confirmation of their completed application, but sometimes it takes a little bit longer.

More information on the Disability Plan's procedures for processing applications can be found under "Benefit claim and review procedures" on page 57.

If you want to know the status of your application at any time, contact the NFL Player Benefits Office.

# What happens next



## If your application for Disability Benefits is approved

You will receive an approval letter from the NFL Player Benefits Office with details about your disability award.

Refer to the earlier sections detailing each benefit for information about the duration and amount of awards, submitting proof of continued eligibility, and attending medical examinations. The following applies to all of the disability benefits:

### One benefit at a time

- You can only receive one disability benefit at a time.
- If you are awarded T&P and NC benefits, you will not receive NC benefits at the same time as you are receiving T&P benefits.
- If you are awarded LOD and NC benefits, you will receive the larger of the two benefits for the months in which both are payable. The overlapping months count towards both the 90-month maximum for LOD benefits and the 180-month maximum for NC benefits.

### How taxes affect Disability Plan payments

Typically, the full amount of each payment is taxable as income for federal tax purposes in the year that you receive it. The tax rules that apply to disability payments are complex. You should talk with your personal tax advisor to understand exactly how your benefits will be taxed. The Disability Plan does not provide legal or tax advice.

**WHAT HAPPENS NEXT: IF APPROVED****Qualified Domestic Relations Orders (QDROs)**

Your Disability Plan benefit could be reduced by a Qualified Domestic Relations Order, or “**QDRO**.” NFL Player Benefits Office staff can answer any questions you may have about how the QDRO affects your benefits. NFL Player Benefits Office staff can also tell you whether you are subject to a QDRO.

**Denials of continued benefits**

All Disability Plan benefit awards are subject to periodic review, and – in some cases – the Committee or Board may decide to deny continued benefits.

If you are receiving disability benefits and, upon reevaluation by a Neutral Physician, the Committee deadlocks on the issue of whether you continue to be entitled to disability benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial.

- If your appeal is received within 60 days from the date the notice of the deemed denial is mailed to you, your disability benefits will continue to be paid until and unless the Board determines on appeal that you are no longer entitled to the benefits.
- If your appeal is received within 61 to 180 days from the date the notice of the deemed denial is mailed to you, disability benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. If the Board rules in your favor, benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Board.
- If your appeal is not received within 180 days from the date the notice of the deemed denial was mailed to you, your disability benefits will be terminated and you must submit a new application to be considered for a new award.

If your disability benefits terminate, you will remain eligible to receive these benefits again if you qualify under the terms of the Disability Plan in effect at the time of your subsequent application. The classification and amount of your subsequent disability benefit will be determined without regard to any previous period of disability.

**QDRO**

A judgment, decree, or order for a plan to pay benefits to your Spouse, former Spouse, child, or other dependent.

**QUESTIONS**

Call the NFL Player Benefits Office **800.638.3186**

**JO-00499**

**WHAT HAPPENS NEXT: IF APPROVED****Overpayments and fraud**

The Disability Plan may recover overpayments of benefits through reduction or offsets to future benefits, or other method chosen by the Board.

If you or a representative submit(s) false information and, as a result, you receive disability benefits from the Pension Plan or the Disability Plan to which you are not entitled, any further benefits payable to you or any beneficiary (including a dependent or alternate payee) from the Disability Plan will be reduced by the amount of the overpayment, plus interest at the rate of 6% per year.

**In case of your death**

The Disability Plan stops making monthly payments when you die. The last payment will be a full monthly payment for the month in which your death occurs.

**No vesting**

Disability benefits are not vested. They can be changed or terminated at any time by amendment or termination of the Plan.

## WHAT HAPPENS NEXT: IF DENIED



## If your application for Disability Benefits is denied

If your initial application is denied in whole or in part for any reason, you have a right to appeal and submit any materials you wish for consideration by the Board. The procedures for Disability appeals can be found under "Benefit claim and review procedures" on page 57.

The ultimate decision on your application from the Board is called a **final determination**. A decision of the Committee that is not appealed within the allowed time frame will also be a final determination.



If you receive a final determination that you are not totally and permanently disabled, and you later submit another application for T&P benefits that is ultimately approved, you will NOT be totally and permanently disabled for all of the months leading up to the prior, final determination.

### For example,

you apply for T&P benefits and the Board denies your application on August 15, 2021 because it determines that you are not totally and permanently disabled. If you submit a subsequent application for T&P benefits, it will be conclusively presumed that you were not totally and permanently disabled, for any reason, prior to August 15, 2021.



If your application for LOD or NC benefits is denied by the Committee for administrative reasons, you appeal, and the Board overrules the Committee's administrative determination, you can continue your appeal with the Board. **You also have the option to withdraw your application and start over with a new one.**



### Why would you want to start over?

This option gives you **two chances** to be approved, at the Committee level and Board level, instead of one, at the Board level only. If you choose this option, and are ultimately approved for LOD or NC benefits, the effective date will be based on the date of your original application. The Serial Application Rule, discussed below, will be waived.

**WHAT HAPPENS NEXT: IF DENIED****Serial applications**

If your application for disability benefits has been denied and is not subject to further administrative review, you will be deemed to not qualify for that benefit for 12 months after the tentative denial in your case, if a tentative denial was made, and if not, 12 months after the final denial.

- If your application for T&P benefits is denied, you will be deemed not to be totally and permanently disabled.
- If your application for LOD benefits is denied, you will be deemed not to have a substantial disablement.
- If your application for NC benefits is denied, you will be deemed not to have a mild or moderate neurocognitive impairment.

During this 12-month period, you will not be eligible for any disability benefit for which you were denied an award, unless an exception applies. **This is referred to as the “Serial Application Rule.”** Please call the NFL Player Benefits Office if you have questions about how the Serial Application Rule applies to you.

**Exceptions to the Serial Application Rule**

This rule may be waived by the Committee or Board if you meet one of the exceptions below:

1. You can show that your new application is based on an impairment caused by a new injury or condition after the date you submitted your initial claim for benefits:
  - a. If your denied application was for T&P benefits, you would need to show that you became totally and permanently disabled because of a new injury or condition after the date of your initial claim.
  - b. If your denied application was for LOD benefits, you would need to show that you incurred a substantial disablement because of a new injury or condition after the date of your initial claim.
  - c. If your denied application was for NC benefits, you would need to show that you incurred a mild or moderate neurocognitive impairment because of a new injury or condition after the date of your initial claim.
2. The Serial Application Rule will be waived, but not more than once in your lifetime for the benefit at issue, if your application is denied because you failed to attend a required examination.
3. For T&P benefit applications, the Serial Application Rule does not apply to new applications that inform the Plan of a disability benefit awarded under the Social Security Disability Insurance or Supplemental Security Income programs.
4. For T&P and LOD benefit applications, the Serial Application Rule will be waived if your initial application was denied because your disability was not “permanent” (within the meaning of the Disability Plan) due to a recent surgery or other medical procedure, and your new application is received after the expected recovery period has ended.
5. For LOD and NC benefit applications, the Serial Application Rule is waived if your new application is received after you withdraw an earlier application that is denied by the Committee for administrative reasons, and the Board overrules the Committee’s decision.
6. For LOD benefit applications, the Serial Application Rule is waived if your initial application was denied because you were an Active Player and you reapply once you are no longer an Active Player.

# Survivor benefits — At a glance

## Who is eligible to receive survivor benefits?

Your surviving family members' eligibility for a survivor benefit will depend on whether you satisfy the Disability Plan's requirements, which considers factors such as:

- Your date of death
- Whether you are a Vested Inactive Player based only on Credited Seasons (see page 70 for more information)
- Whether you are eligible for total and permanent or line-of-duty disability benefits from the Disability Plan or the Pension Plan on the date of your death
- The relationship between you and your beneficiary

You will find detailed information about eligibility for the survivor benefits here in this document.

### Understanding the survivor benefits

If you die before you begin to receive pension payments under the Pension Plan, the Disability Plan may provide a monthly benefit after your death to an eligible beneficiary (or class of beneficiaries). Once you begin receiving pension payments, your beneficiaries will no longer be eligible for survivor benefits under this Plan.

To receive benefits, your surviving beneficiaries (or their representative) must submit a survivor benefit application. This application can be obtained from the NFL Player Benefits Office.

#### The NFL Player Benefits Office is ready to help

If you have any questions about the death benefit under the Disability Plan, contact the NFL Player Benefits Office. Call **800.638.3186**

## SURVIVOR BENEFITS: AT A GLANCE

## Survivor Benefits when Players die on or after April 1, 2020

### Are my beneficiaries eligible for this survivor benefit?

Your surviving beneficiary may be entitled to this survivor benefit if you die on or after April 1, 2020 and before your monthly Benefit Credit Pension payments begin, and if, at the time of your death:

- a. You are not a **Pension Expansion Player**; and
- b. You:
  - Are an **Active Player**, or
  - Are a Vested Inactive Player based only on Credited Seasons, or
  - You are receiving total and permanent or line of duty disability benefits under the Pension Plan or this Plan.

You are a Vested Inactive Player based on Credited Seasons if you have:

- 5 Credited Seasons, or
- 4 Credited Seasons, at least one of which is after 1973, or
- 3 Credited Seasons, at least one of which is after 1992.

### Who may receive this survivor benefit?

Your surviving beneficiary is eligible to receive survivor benefits if you meet the eligibility requirements. The surviving beneficiary is the first class of the following relationships in which you have a surviving family member at the time of your death:

- a. Surviving Spouse, generally meaning your lawful spouse at the time of your death
- b. Surviving Minor Children, meaning:
  - Your children who are not yet age 19 (or 23 if in college) at the time of your death.
  - If the child has a mental or physical incapacity that started before age 19 (or 23 if in college), the benefit may continue after the child reaches those ages if: (1) the child is awarded Social Security Disability Insurance or Supplemental Security Income benefits due to that incapacity, or (2) the child is under a state law guardianship due to such incapacity.
  - A child with a mental or physical incapacity will cease to be a Surviving Minor Child upon the cessation of Social Security Disability Insurance benefits, Supplemental Security Income benefits, or state law guardianship.

**SURVIVOR BENEFITS: AT A GLANCE**

- c. Surviving Adult Children
- d. Surviving Parents, meaning your natural parents, and excluding step-parents
- e. Surviving Siblings

Generally, this survivor benefit will be paid to only one of the classes above. The benefit will cease once there are no remaining Beneficiaries in that class who are eligible to receive benefits. For example, once all surviving Minor Children reach the age of 19, or 23 if in college (assuming there is no incapacitated child), no further survivor benefit will be paid.

There is an exception for surviving Spouses and surviving Minor Children. Payments made to your surviving Spouse will continue until your surviving Spouse dies or remarries, whichever happens first. Then, upon your surviving Spouse's death or remarriage, payment of this survivor benefit will be divided equally among your surviving Minor Children, if any, until they cease to qualify for benefits or their death.

Any person who is convicted, pleads guilty, or pleads no contest in connection with a Player's death will lose his or her right to a survivor benefit under this Plan.

### **What is the amount of the survivor benefit?**

Subject to any applicable reductions noted below, the following table shows the monthly amount of this survivor benefit. This monthly amount may be further reduced in certain circumstances, such as when a spouse remarries, a child ceases to be a Minor Child, or a Player's child is first identified after payments start to other children.

		<b>For payments between April 2020 through March 2025, the monthly payment equals...</b>	<b>For payments between April 2025 and later months, the monthly payment equals...</b>
<b>First 60 Months After Death</b>	Greater of:	Greater of:	
	<ul style="list-style-type: none"> <li>▪ 50% of <b>Survivor Credits</b>, or</li> <li>▪ \$13,000</li> </ul>	<ul style="list-style-type: none"> <li>▪ 50% of Survivor Credits, or</li> <li>▪ \$15,000</li> </ul>	
<b>Thereafter</b>	Greater of:	Greater of:	
	<ul style="list-style-type: none"> <li>▪ 50% of Survivor Credits, or</li> <li>▪ \$6,000</li> </ul>	<ul style="list-style-type: none"> <li>▪ 50% of Survivor Credits, or</li> <li>▪ \$6,000</li> </ul>	



#### **Survivor Credits**

The sum of the Player's Benefit Credits and, if any, his Special Credits, 2011 Legacy Credits, and 2020 Legacy Credits for his Credited Seasons under the Pension Plan.

**SURVIVOR BENEFITS: AT A GLANCE**

This survivor benefit starts as of the first day of the month after death, and is payable as long as described below.

**Example 1**

- You earn 6 Credited Seasons for 2015 through 2020.
- You die in April 2022 at age 32 with \$4,686 in Survivor Credits (which equals the sum of your Benefit Credits and Special Credits).
- You were not married at the time of your death, but have a surviving child, age 6. You do not have surviving siblings or surviving parents.
- Your child will receive the following benefits:
  - » \$13,000 per month from May 2022 through March 2025;
  - » \$15,000 per month from April 2025 through April 2027; and
  - » \$6,000 per month from May 2027 until your child reaches age 19 (or age 23 if in college). The benefit will not stop because of your child's age if your child is disabled, as described below.

**Example 2**

- You earn 6 Credited Seasons for 2015 through 2020.
- You die in April 2022 at age 32 with \$4,686 in Survivor Credits (which equals the sum of your Benefit Credits and Special Credits).
- You are married at the time of your death (your spouse is the same age as you), but have no surviving children, siblings, or parents.
- Your spouse will receive the following benefits:
  - » \$13,000 per month from May 2022 through March 2025;
  - » \$15,000 per month from April 2025 through April 2027; and
  - » \$6,000 per month from May 2027 until you would have attained age 55.

The month after you would have attained age 55, your surviving spouse will begin receiving \$2,205 per month from the Pension Plan as a pre-retirement death benefit based on your Credited Seasons. At that time, your survivor benefit from this Plan will decrease to \$3,795 (\$6,000 minus \$2,205).

The benefit from this Plan will stop when your surviving spouse remarries or dies.

**SURVIVOR BENEFITS: AT A GLANCE****What circumstances reduce the amount of the survivor benefit?**

Where the survivor benefit is paid to a surviving Spouse or the surviving Spouse disclaims the benefit (as described below), the benefit will be reduced (not below zero) by the amount of the Spouse's Pre-Retirement Death Benefit under the Pension Plan that is payable or would have been payable without regard to any QDRO applicable to the Player's Survivor Credits.

If you received an Early Payment Benefit under the Pension Plan after March 31, 1982:

- the \$13,000 monthly benefit is reduced to \$10,750,
- the \$6,000 monthly benefit is reduced to \$4,900, and
- the \$15,000 monthly benefit is reduced to \$12,750.

**How long will the survivor benefit be paid?**

The period over which the survivor benefit will be paid depends on the class of beneficiary receiving benefits:

- a. A surviving Spouse will receive the survivor benefit through the month that the surviving Spouse dies or remarries.
- b. In general, a Minor Child will receive the survivor benefit through the month that child no longer meets the definition of a Minor Child, or the Minor Child dies, if sooner. Normally, a Minor Child will cease to be a Minor Child at age 19, or 23 if in college. In cases where a Minor Child continues to be a Minor Child after age 19, or 23 if in college, due to mental or physical incapacity, the child will cease to be a Minor Child when Social Security Disability Insurance or Supplemental Security Income benefits cease, or the state law guardianship end.
  - In all cases, a surviving Minor Child will receive or share in the survivor benefit for at least sixty (60) months, provided such child remains alive. Any months for which benefits are paid to a surviving Spouse who later dies or remarries will be counted for purposes of this special rule as if the Minor Child had received the benefit for that month.
  - For example, if a Player dies leaving no surviving Spouse but two surviving children, then aged 12 and 18, the \$13,000 monthly benefit (\$15,000 monthly benefits beginning April 2025) will be divided equally between them for sixty (60) months, assuming both remain alive. After sixty (60) months, if the child originally age 18 does not satisfy at that time the definition of a Minor Child, the entire survivor benefit, now reduced to \$6,000 per month, will be paid to the child originally aged 12, for as long as that child remains a Minor Child.
  - c. An Adult Child will receive the survivor benefit for sixty (60) months, or through the month that the Adult Child dies, if sooner.
  - d. A Parent will receive the survivor benefit for sixty (60) months, or through the month that the Parent dies, if sooner.
  - e. A Sibling will receive the survivor benefit for sixty (60) months, or through the month that the Sibling dies, if sooner.

**SURVIVOR BENEFITS: AT A GLANCE****What if there is more than one member of a beneficiary class?**

If there are multiple members of a class of beneficiaries, the survivor benefit will be divided equally among such members for as long as each remains eligible for benefits.

For example, if benefits are paid to the Player's Parents, the benefit will be divided between the Parents. If one Parent dies before the sixty (60) months of benefits are paid, the full survivor benefit will then be paid to the surviving Parent for the remainder of the sixty (60) months.

If a beneficiary is determined to be eligible for the survivor benefit after such benefit has commenced to another beneficiary or beneficiaries (either in the same beneficiary class or in a beneficiary class that would not have been eligible for benefits if the new beneficiary had been identified earlier), the survivor benefit will be adjusted prospectively only and will not be adjusted for payments already made.

**Can a surviving Spouse waive survivor benefits?**

A surviving Spouse may irrevocably waive this survivor benefit in favor of the Player's Minor Child or Minor Children. Such waiver must be made in writing and in accordance with procedures established by the Disability Board, and must be made before the survivor benefit begins to be paid to such Spouse. The surviving Spouse's subsequent remarriage will not affect payment of the survivor benefit to the surviving Minor Child or Minor Children, but the monthly amount paid in any month will be reduced (not below zero) by the amount of any Spouse's Pre-Retirement Death Benefit paid to that Spouse under the Pension Plan. The survivor benefit will not be paid to Adult Children, Parents, or Siblings in the event of a surviving Spouse's waiver.

**Supplemental Survivor Benefit when a Player died before April 1, 2020****Which Beneficiaries are eligible to receive the supplemental survivor benefit?**

The surviving Spouse or surviving Minor Child of a Player who died before April 1, 2020 may receive supplemental survivor benefits under this Disability Plan if the Surviving Spouse's and Surviving Children's Benefit under the Pension Plan was payable as of April 1, 2020.

If the benefit is payable to more than one surviving Minor Child, these supplemental survivor benefits will be divided equally among them.

Supplemental survivor benefits will not be paid to Adult Children, Parents, or Siblings.

**What is the amount of the supplemental survivor benefit?**

Subject to any applicable reductions noted below, for surviving Spouses or surviving Minor Children who have received a Surviving Spouse's and Surviving Children's Benefit under the Pension Plan, and those payments were made to all Beneficiaries for fewer than 48 months in total as of April 1, 2020, the supplemental survivor benefit payable for months beginning on and after April 1, 2020 will be:

**SURVIVOR BENEFITS: AT A GLANCE**

- \$4,000 per month for months up to and including the 48th (forty-eighth) month after the Player's death;
- \$8,600 per month for each month beginning with the 49th (forty-ninth) month after the Player's death and continuing through and including the 60th (sixtieth) month after the Player's death; and
- \$1,600 per month for each month beginning with the 61st (sixty-first) month after the Player's death and for any month thereafter for which a Surviving Spouse's and Surviving Children's Benefit under the Pension Plan is payable.

In cases where the Surviving Spouse's and Surviving Children's Benefit under the Pension Plan has been paid for at least 48 months as of April 1, 2020, the supplemental survivor benefit will be \$1,600 per month for each month after April 1, 2020 for which the Surviving Spouse's and Surviving Children's Benefit is payable.

**What benefits reduce the amount of the supplemental survivor benefit?**

There are three possible reductions to the above amounts. These apply in cases where (1) the Player received an Early Payment Benefit under the Pension Plan after March 31, 1982, (2) 50% of the Player's Survivor Credits exceeds the applicable minimum payment described above, and (3) the Surviving Spouse's and Surviving Children's Benefit is paid under the Pension Plan.

1. Where the Player received an Early Payment Benefit after March 31, 1982, instead of the above amounts, the supplemental survivor benefit will be:
  - » \$4,000 per month for each month up to and including the 48th (forty-eighth) month after the Player's death;
  - » \$7,450 per month for each month beginning with the 49th (forty-ninth) month after the Player's death and continuing through and including the 60th (sixtieth) month after the Player's death; and
  - » \$1,600 per month for each month beginning with the 61st (sixty-first) month after the Player's death and for any month thereafter for which a Surviving Spouse's and Surviving Children's Benefit under the Pension Plan is payable.
2. For any month in which a Surviving Spouse's and Surviving Children's Benefit is increased under the Pension Plan because 50% of the Player's Survivor Credits exceeds the otherwise applicable minimum, the amount of such excess will reduce (but not below zero) the supplemental survivor benefit on a dollar-for-dollar basis.
3. To the extent a Surviving Spouse's and Surviving Children's Benefit described above is paid under the Pension Plan, such benefit reduces, on a dollar-for-dollar basis, this supplemental survivor benefit.

**How long will the supplemental survivor benefit be paid?**

This survivor benefit is paid monthly, starting as of the first day of the month after the Player's death. The supplemental survivor benefit will stop at the same time as the Surviving Spouse's and Surviving Children's Benefit under the Pension Plan ceases. No supplemental survivor benefit is payable for any month in which a Surviving Spouse's and Surviving Children's Benefit is not payable.

## FORMS &amp; RESOURCES

# Forms & resources



If you want to	Use this document	Available from
Apply for Total & Permanent Disability benefits	Total & Permanent Disability Benefit Application	<a href="http://nflplayerbenefits.com">nflplayerbenefits.com</a> or the NFL Player Benefits Office
Apply for Line-of-Duty Disability benefits	Line-of-Duty Disability Benefit Application	<a href="http://nflplayerbenefits.com">nflplayerbenefits.com</a> or the NFL Player Benefits Office
Apply for Neurocognitive Disability benefits	Neurocognitive Disability Benefit Application	<a href="http://nflplayerbenefits.com">nflplayerbenefits.com</a> or the NFL Player Benefits Office
Obtain your NFL Medical Records	—	Contact the head trainer of your last NFL Club
Apply for Survivor Benefits	Survivor Benefit Application	<a href="http://nflplayerbenefits.com">nflplayerbenefits.com</a> or the NFL Player Benefits Office
Access the official rules of the Disability Plan	NFL Player Disability & Survivor Benefit Plan document	<a href="http://nflplayerbenefits.com">nflplayerbenefits.com</a> or the NFL Player Benefits Office
Read the Point System (used to determine Line-of-Duty benefit eligibility)	Point System for Orthopedic Impairments	Refer to Appendix A of this document
Read the Release, Waiver, and Covenant not to Sue (required for Neurocognitive benefit applicants)	Release, Waiver, and Covenant not to Sue	Refer to Appendix B of this document
Learn about the Plan's financial status	Summary Annual Report	<a href="http://nflplayerbenefits.com">nflplayerbenefits.com</a> or the NFL Player Benefits Office
Know how your taxes will be affected	—	Speak directly with your tax adviser
Know your options after a divorce	Model QDRO and QDRO Procedures	NFL Player Benefits Office

## OTHER INFORMATION

# Other information



## Administration and Type of Plan

The Disability Plan is a multiemployer welfare benefit plan that provides disability benefits. The Disability Plan is administered by the Disability Board, which is a joint Board of Trustees. The Disability Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFLMC. The Commissioner of the NFL is a nonvoting member and the chairman.

## Disability Board

### Chairman

Roger Goodell

### Management Members

Larry Ferazani

Jacob Frank

Belinda Lerner

### Player Members

Hoby Brenner

Sam McCullum

Robert Smith

The Disability Board has absolute discretion and authority to interpret the Disability Plan, review claims for benefits, and decide how the Plan applies in different situations. Any matter on which the Disability Board is deadlocked may be referred to an arbitrator.

You can address correspondence to individual Disability Board members, c/o the Disability Plan at the address listed below. The day-to-day administration of the Disability Plan, on behalf of the Disability Board, occurs at the address of the Plan Administrator below:

## Plan administrator and Trustee

### Disability Board

NFL Player Disability & Survivor Benefit Plan

200 Saint Paul St., Ste. 2420

Baltimore, MD 21202

## Agent for service of legal process

The agent for service of legal process is the Disability Board, the joint Board of Trustees for the Disability Plan. Service of legal process also may be made on each individual member of the Disability Board.

## Disability Initial Claims Committee

The Disability Initial Claims Committee has three members. One is appointed by the NFLMC and one is appointed by the NFLPA. The third member of the Disability Initial Claims Committee is the Plan's Medical Director. The Committee has the authority and discretion to determine whether a Player is eligible for Disability Plan benefits.

The Medical Director may vote only when the other two members of the Committee

## QUESTIONS

Call the NFL Player Benefits Office **800.638.3186**

## OTHER INFORMATION

are deadlocked as to a Player's eligibility for one of the Plan's three disability benefits. The Medical Director will not vote in cases where the members of the Committee are deadlocked as to the category of T&P or NC disability benefits. In such cases, the Player will be eligible for the lower category of benefits approved by one member of the Committee, and the higher category approved by the other member will be deemed denied. The Player may appeal such deemed denial to the Disability Board.

While the Committee may reconsider a previous decision it has made, it cannot reverse a decision made by the Disability Board.

### Custodian Bank

The assets of the Disability Plan are held in an account by:

BNY Mellon  
One Mellon Center 19th Floor  
Pittsburgh, PA 15258

### Union

NFL Players Association (NFLPA)  
1133 20th St NW  
Washington DC 20036

### Representative of the employers

NFL Management Council (NFLMC)  
345 Park Ave  
New York NY 10154

### Employer Identification Number (EIN) assigned to the Disability Board

#52-1852594

### Plan number

501

### Plan year

Records for the Disability Plan are maintained on a Plan Year basis that begins on April 1 and ends on the following March 31. A Plan Year is identified by the calendar year in which it begins.

### Plan amendment or termination

The Disability Plan is maintained under Collective Bargaining Agreements between the NFLPA and the NFLMC. While there is a Collective Bargaining Agreement in effect, the NFLPA and the NFLMC, when acting jointly, may amend or terminate the Disability Plan. If there is no Collective Bargaining Agreement in effect, the Disability Board may amend the Disability Plan at any time, and may terminate the Disability Plan if no Collective Bargaining Agreement is in effect for more than one year.

### Contributions

Contributions to the Disability Plan are made at least quarterly to a trust fund by the member clubs of the NFL in amounts sufficient to pay estimated benefits and expenses. Players do not make contributions in support of the Disability Plan.

### Plan assets

The Disability Plan's assets are held in trust with the Disability Board serving as the Trustee. The Trust is intended to constitute a voluntary employees' beneficiary association, or "VEBA," within the meaning of Section 501(c)(9) of the Internal Revenue Code. Assets will be used to pay benefits to Players and to pay the costs of administering the Disability Plan.

### Assignment of benefits

In general, your benefits belong to you, and you

**OTHER INFORMATION**

cannot transfer, assign or pledge your benefits under the Disability Plan. Exceptions include a QDRO, an IRS tax levy, and federal criminal garnishments.

**Change of address**

Be sure to keep the NFL Player Benefits Office informed of your current address. You can update your address on [nflplayerbenefits.com](http://nflplayerbenefits.com).

**Receipt of documents**

All correspondence, including forms, elections, and other documents that must be submitted or filed with the Disability Plan, are deemed received only if and when actually received by the Disability Plan, and not when mailed or otherwise sent.

**Missing payees**

If a benefit is payable to a Participant who cannot be found by the NFL Player Benefits Office, the entire benefit of, and amount payable to, that Participant will be forfeited at the end of that Plan Year. If the Participant subsequently provides accurate contact information to the NFL Player Benefits Office, the amount forfeited will be reinstated, and all amounts then due will be paid to such Participant.

**Incapacity**

If you are incapacitated so as to be unable to manage your financial affairs, the Disability

Board may, in its sole discretion, direct that your benefits be paid to your legal representative, relative or other individual for your benefit or otherwise direct that benefit payments be made on your behalf. In addition, the Disability Board may, in its sole discretion, establish a trust to hold your benefits on your behalf and appoint a trustee for that trust. The Disability Plan will pay reasonable expenses of the trust and its trustee. A determination of incapacity and an establishment of a trust by any of the **NFL Player Plans** will extend to this Disability Plan. More information regarding such trusts is available from the NFL Player Benefits Office.

**Designating a representative**

For all types of claims and administrative review of claim denials, you can designate a representative to act on your behalf by submitting a written authorization to the NFL Player Benefits Office. You may not designate a representative who is a convicted felon. If you designate a representative to act on your behalf, unless you limit the scope of the representation in writing (or the representation is otherwise terminated), the decisions and other notices regarding your claim and/or administrative review of a claim denial will be sent to your representative, and your representative will be allowed to review and obtain copies of your Disability Plan records and other relevant information.

**NFL Player Plans**

For purposes of this Plan, NFL Player Plans includes the following: Bert Bell/Pete Rozelle NFL Player Retirement Plan (Pension Plan), NFL Player Second Career Savings Plan (401(k) Savings Plan), NFL Player Capital Accumulation Plan, NFL Player Annuity Program, NFL Player Tax-Qualified Annuity Plan, 88 Plan, and Gene Upshaw NFL Player Health Reimbursement Account Plan (HRA Plan).

**QUESTIONS**

Call the NFL Player Benefits Office **800.638.3186**

## OTHER INFORMATION

### Failure to exhaust administrative remedies

If your claim for an eligibility determination or for benefits is denied in whole or in part (including a deemed denial) and you fail to request, in a timely manner, review by the Disability Board of the denial under the Disability Plan's review procedures described below, you will have failed to exhaust your administrative remedies. If you fail to exhaust your administrative remedies and later file a legal action in court on your denied benefit claim, the court may dismiss your claim.

### Uniform procedures

Certain disability benefits transitioned from the Pension Plan to this Plan in 2015.

Decisions of the Pension Plan will, where appropriate, be reviewed by this Plan as if they were prior decisions of this Plan. Rules on serial applications, reexaminations, tax returns, continuation of benefits, reclassification, duration of benefits, and similar provisions will be interpreted and administered as if this Plan and the Pension Plan were a single plan. Records of this Plan may be shared with the Pension Plan, as appropriate for Pension Plan purposes. Materials submitted to or obtained by the Pension Plan relating to an application will become part of the administrative record of this Plan.

### Deemed payments

Overpayments by the Pension Plan of T&P benefits or LOD benefits that are not collectible from disability benefits under the Pension Plan because of the transition of such benefits to this Plan will be deemed advance payments under this Plan. The monthly benefit amounts otherwise payable under this Plan will be reduced by the amount of the deemed advance payment divided

by the remaining number of months that the benefit is expected to be paid. This reduction will cease when those deemed advance payments are reduced to zero. The Disability Board may exercise discretion to apply any deemed advance payment to payments under this Plan more quickly in the circumstances of particular cases.

### Qualified Domestic Relations Orders (QDROs)

Qualified domestic relations orders received by the Pension Plan prior to January 1, 2015 that provide disability benefits to an alternate payee under the Pension Plan will be deemed to apply to disability benefits paid under this Plan on and after January 1, 2015, to the extent those benefits are now paid out of this Plan.

### Benefit claim and review procedures for Disability Benefits

This section describes the procedures for (1) initial claims for disability benefits and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims for disability benefits. Initial claims, including initial determinations on continuations, are generally decided by the two members of the Disability Initial Claims Committee who are not medical professionals. The member who is a medical professional will cast the deciding vote only if the other two members are deadlocked over a medical aspect of your claim. If, however, the member who is a medical professional determines that the medical evidence is either inconclusive or insufficient, he or she will abstain from voting and the resulting deadlock will be treated as a deemed denial of your claim. You will be notified of this deemed denial, which you may then appeal to the Disability Board. See the section on page 42 entitled "Denials of continued

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benefits," for a discussion as to what may happen if you are currently receiving disability benefits and, upon reevaluation, you receive a deemed denial as to whether you continue to be entitled to receive these benefits.

The Disability Initial Claims Committee has absolute discretion and authority to interpret the Disability Plan and to make factual determinations when it makes disability benefit determinations. The Disability Initial Claims Committee ordinarily will reach a decision on a claim for disability benefits within 45 days after it is received, although in some cases the decision may be delayed for up to two additional 30-day extension periods. You will be notified in writing if the decision time is extended beyond the initial 45-day period or beyond the first 30-day extension period. If the extensions are necessary because the Disability Initial Claims Committee needs additional information from you to decide your claim, you will be given at least 45 days to provide the specified information, and any time periods during which the Disability Initial Claims Committee is waiting for you to provide the additional information do not count for purposes of computing the 30-day extension periods.

If the Disability Initial Claims Committee makes a disability benefit determination that is adverse to you in whole or in part, you will receive a written notice of decision in a culturally and linguistically appropriate manner, as set forth in 29 CFR 2560.503-1(o), which will set forth:

1. the specific reason(s) for the adverse determination;
2. reference to the specific Plan provisions on which the adverse determination is based;
3. a description of additional material or information, if any, needed to perfect the

claim and the reasons such material or information is necessary;

4. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review;
5. any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such rules, guidelines, protocols, standards, or other similar criteria do not exist); similar criteria do not exist);
6. if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your circumstances (or state that such explanation is available free of charge upon request);
7. a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views expressed in (a) reports presented by you of medical professionals treating you and vocational professionals who evaluated you, (b) reports of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, or (c) Social Security Administration disability determinations presented by you to the Plan; and
8. a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

## QUESTIONS

Call the NFL Player Benefits Office **800.638.3186**

## OTHER INFORMATION

If the Disability Initial Claims Committee fails to notify you of its decision regarding your claim for disability benefits within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the Disability Board.

If you receive an adverse disability benefit determination that you want reviewed under the Disability Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the Disability Board at the NFL Player Benefits Office within 180 days of receiving the notice of decision. You also can request administrative review of a deemed denial.

During the administrative review process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other relevant information about your claim for disability benefits, and you also can submit issues and comments in writing to the Disability Board.

You will receive, free of charge, any new or additional evidence considered, relied upon, or generated by or on behalf of the Plan on review, as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided, so that you have a reasonable opportunity to respond prior to that date. You will also receive, free of charge, any new or additional rationale for the denial of the claim that arises during the review, as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided, so that you have a reasonable opportunity to respond prior to that date.

In making its decision on review, the Disability Board will take into account all available information, regardless of whether it was available or presented to the Disability Initial Claims Committee, and will afford no deference to the determination made by the Disability Initial Claims Committee.

The Disability Board will not terminate or reduce your disability benefits in situations where you were awarded benefits by the Disability Initial Claims Committee and on administrative appeal from that decision, you seek from the Disability Board a different category of disability benefits.

Neutral, board-certified physicians serve as Medical Advisory Physicians to the Disability Board. These doctors evaluate the medical aspects of certain disability applications. Medical Advisory Physicians will not be the same physician (or subordinate physician) who was consulted during the initial determination.

Three or more members of the Disability Board may require the Medical Advisory Physician to make a final and binding determination with respect to a medical decision as to whether you qualify for disability benefits. Any such designated physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of the Disability Plan and the decision as to whether the claimant is entitled to benefits, the Disability Board will retain its full and absolute discretion. Upon request, the Disability Board will identify the medical experts whose advice was obtained in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

The Disability Board ordinarily will make a decision on your request for review at its next

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meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third Disability Board meeting following receipt of your request for review. The Disability Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the written notice will:

1. state the specific reason(s) for the adverse determination;
2. reference the specific Plan provision(s) on which the adverse determination is based;
3. state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
4. state that you have the right to bring an action under ERISA section 502(a) and identify the statute of limitations applicable to such action, including the calendar date on which the limitations period expires;
5. disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such rules, guidelines, protocols, standards, or other similar criteria do not exist); if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your circumstances (or state that such explanation is available free of charge upon request); and
6. discuss the decision, including an explanation of the basis for disagreeing with or not following the views expressed in (a) reports

presented by you of medical professionals treating you and vocational professionals who evaluated you, (b) reports of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, or (c) Social Security Administration disability determinations presented by you to the Plan.

You may request a written explanation of any alleged violation of these claims procedures. Any such request should be submitted to the Plan in writing; it must state with specificity the alleged procedural violations at issue; and it must be received by the Plan no more than 30 days following your receipt of a decision on the pending application or appeal, as applicable. The Plan will provide an explanation within 10 days of the request.

### **Benefit claim and review procedures for survivor benefit claims and claims other than disability benefits**

Your beneficiary may submit a claim for survivor benefits or benefits other than disability benefits under the Disability Plan by filing a written claim with the Disability Board. The Disability Board ordinarily will reach a decision on a benefit claim within 90 days after it is submitted, although in some cases the decision may take up to an additional 90 days. Your beneficiary will be notified in writing if the decision time is extended beyond the initial 90-day period. If your claim is denied, in whole or in part, you will be provided a written notice of decision, stating:

- The specific reasons for the denial,
- The specific Plan provisions on which the denial is based,

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Call the NFL Player Benefits Office **800.638.3186**

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- A description of additional information necessary to perfect your claim and an explanation of why such additional material is necessary, and
- An explanation of the Plan's appeal procedures for seeking review of denied or partially-denied claims, including your right to bring a civil action under ERISA if your claim is denied on review under the Plan's appeal procedures.

If the Disability Board fails to notify you of its decision regarding your claim within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the Disability Board.

If you receive a notice of a decision that is adverse to you in whole or in part on your claim for benefits that you want reviewed under the Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the Disability Board at the NFL Player Benefits Office within 60 days of receiving the notice of a decision on your claim. You also can request administrative review of a deemed denial of your claim.

During the appeal process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other information relevant to your claim for benefits, and you also can submit issues and comments in writing to the Disability Board.

The Disability Board ordinarily will make a decision with respect to your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special

circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third Disability Board meeting following receipt of your request for review. The Disability Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the written notice will include:

- The specific reasons for the decision,
- References to the provisions of the Disability Plan on which the adverse decision was based,
- A statement of your right, upon request and free of charge, to have access to and copies of all documents, records, and other information relevant to your claim, and
- A statement of your right to bring a civil action under ERISA following an adverse decision on review.

### Limitation on actions

You may not commence a legal action in a court on a benefit claim denial or partial denial more than 42 months from the date of the final decision on your claim.

If you do file a legal action after this limitation period has expired, the court may dismiss your claim.

### Your ERISA rights

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Among other protections, ERISA allows you to:

#### Receive information about your plan benefits

- Examine without charge at the NFL Player Benefits Office all official Disability Plan

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documents, including the Collective Bargaining Agreement ("CBA"), and any extensions thereto, a copy of the latest annual report (Form 5500 Series) filed by the Disability Board with the U.S. Department of Labor (and available at the Public Disclosure Room of the Employee Benefits Security Administration), and a copy of the updated Summary Plan Description. You can get copies of these Disability Plan documents if you ask in writing. The NFL Player Benefits Office may charge you a reasonable fee for copies of these documents, except for the Summary Plan Description.

- Receive a summary of the Disability Plan's annual financial report. The Disability Board is required by law to give you a copy of this Summary Annual Report every Plan Year.
- Obtain by written request to the NFL Player Benefits Office a complete list of employers and employee organizations sponsoring the Disability Plan. The list also is available for examination at the NFL Player Benefits Office. In addition, you may obtain by written request to the NFL Player Benefits Office information as to whether a particular employer or employee organization is a Disability Plan sponsor and, if so, the sponsor's address.

**Prudent actions by Plan fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Disability Plan. The Disability Board members and certain others with responsibility for managing or operating the Disability Plan, called "fiduciaries" of the Disability Plan, have a duty to do their jobs prudently and in your interest and in the interest of all the other Disability Plan participants. No one – neither your employer, your union, nor any other person – may terminate your employment or in any way discriminate against you to prevent you from

obtaining a Disability Plan benefit or exercising your rights under ERISA.

**Enforce your rights**

If a claim for a benefit from the Disability Plan is denied in whole or in part, you (for disability benefit claims) or your beneficiary (for survivor benefit claims) have the right to receive a written explanation of the reason for the denial. You have the right to have the Disability Board review and reconsider your claim. And, under ERISA, there are steps you can take to exercise these rights. For instance, if you ask for copies of the above materials from the NFL Player Benefits Office and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court may require the Disability Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the Disability Board, payable to you, unless you did not get the materials because of some reason beyond the control of the Disability Board.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Disability Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court. If the Disability Plan fiduciaries misuse the Disability Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor. You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the court decides in your favor, it may order the person you have sued to pay these court costs and legal fees. If you lose, the court may order you to pay these court costs and legal fees if, for example, it finds your claim is frivolous.

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Call the NFL Player Benefits Office **800.638.3186**

## OTHER INFORMATION

### Assistance with your questions

If you have any questions about the Disability Plan, you should contact the Disability Board by writing or calling the NFL Player Benefits Office. If you have any questions about this summary or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You also can obtain certain publications about your rights and responsibilities by calling the publications hotline of the Employee Benefits Security Administration.

### No PBGC insurance

Benefits under the Disability Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). PBGC insurance protection is not available to welfare benefit plans such as this Disability Plan.

### Disclaimer

This summary is intended to describe in general terms the essential features of the Disability Plan. Every effort has been made to make sure that the information contained in this summary is correct; however, in the case of any discrepancy, the provisions of the actual Disability Plan and Trust will govern.

# Glossary

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## **Active Player**

Generally, you are an Active Player if you are obligated to perform football playing services under a contract with an NFL Club. For purposes of qualifying for total and permanent disability benefits only, you are also an Active Player up until July 31 next following or coincident with the expiration or termination of such contract.

## **Adult Child**

A Player's child who is no longer a Minor Child

## **Amyotrophic Lateral Sclerosis (ALS) – 88 Plan**

The 88 Plan defines ALS, also known as Lou Gehrig's disease, as an adult-onset neuromuscular disease characterized by progressive muscle wasting, weakness, and spasticity resulting from the degeneration of cortical and spinal motor neurons. Some physicians are specially trained to make a diagnosis of ALS. To learn more about the 88 Plan, see the 88 Plan Summary Plan Description.

## **Benefit Credits**

Your Benefit Credits are the sum of the Benefit Credits you earned for each of your Credited Seasons under the Pension Plan, in accordance with the table below. Benefit Credits do not include Legacy Credits or Special Credits. See the Pension Plan document for more information.

CREDITED SEASON:	BENEFIT CREDIT:
<b>Before 1982</b>	<b>\$250</b>
<b>1982 through 1992</b>	<b>\$255</b>
<b>1993 and 1994</b>	<b>\$265</b>
<b>1995 and 1996</b>	<b>\$315</b>
<b>1997</b>	<b>\$365</b>
<b>1998 through 2011</b>	<b>\$470</b>
<b>2012 through 2014</b>	<b>\$560</b>

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CREDITED SEASON:	BENEFIT CREDIT:
<b>2015 through 2017</b>	<b>\$660</b>
<b>2018 and 2019</b>	<b>\$760</b>
<b>2020 through 2030</b>	<b>\$836</b>

### Club

A member club of the NFL.

### Controlled substance

Drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA). An updated and complete list of the schedules is published in Title 21 Code of Federal Regulations (C.F.R.) §§ 1308.11 through 1308.15. Controlled substances could include some drugs that may have been lawfully prescribed by the Player's doctor.

### Credited Season

Credited Seasons are determined under the Pension Plan, and such determinations are binding on this Disability Plan.

Generally, a Credited Season is an NFL season in which you are employed as an Active Player (including an injured Player who otherwise satisfies the definition of Active Player) on the date of three or more Games for your Club.

As a Player, you also earn a Credited Season in a Plan Year in which any of the following occurs:

- After April 1, 1970, you incur an injury during the Plan Year in the course and scope of your employment by a Club, and pursuant to an injury grievance settlement or an injury settlement waiver for that injury, you are paid by a Club the equivalent of your salary for three or more Games for that Plan Year (or for a number of Games that, when added to your otherwise credited Games for that Plan Year, totals three or more).
- After reporting to at least one official pre-season training camp or official practice session during a Plan Year, you
  - a. die during that same Plan Year, or
  - b. incur a disability during that same Plan Year that subsequently qualifies you for line-of-duty disability benefits under the Pension Plan or the Disability Plan, or
  - c. incur a disability during that same Plan Year that subsequently qualifies you for Active Football total and permanent disability benefits or Active Nonfootball total and permanent disability benefits under this Pension Plan or the Disability Plan.

- If, during a Plan Year while under contract as an Active Player with a Club, you are absent from employment in the NFL due to service in the Armed Forces of the United States, and you return as an Active Player. Your return to the NFL must occur after you are eligible for discharge from military service within 90 days (or any longer period prescribed by law) or the opening of your Club's official pre-season training camp, whichever is later.
- You served in the Armed Forces of the United States during a Plan Year in the table below (generally relating to World War II, the Korean War, and the Vietnam conflict) and, in the year before you entered the Armed Forces, you either played NFL football or signed a contract or similar document with the intent of playing NFL football, and you were alive on the dates in the table below. Under this special rule, you can only earn the number of Credited Seasons you would need to become a Vested Player.

<b>For Plan Years:</b>	<b>You were alive on:</b>
<b>April 1, 1941 through March 31, 1947</b>	<b>June 6, 1994</b>
<b>April 1, 1950 through March 31, 1955</b>	<b>May 1, 1996</b>
<b>April 1, 1960 through March 31, 1976</b>	<b>January 13, 2000</b>

- You were on the practice squad for at least eight Games in a single Plan Year, you are otherwise vested, and you otherwise earned a Credited Season for the 2001 Season or later. You can earn only one Credited Season under this special rule during your career.

For the 2020 and 2021 seasons only, there were additional ways to earn a Credited Season under the Pension Plan due to the COVID-19 pandemic, which are explained in the Pension Plan Summary Plan Description.

See the Pension Plan document for special rules. If you have any questions about your Credited Seasons, contact the NFL Player Benefits Office at 800.638.3186.

### Dementia – 88 Plan

According to the 88 Plan, Dementia is diagnosed when there are cognitive or behavioral (neuropsychiatric) symptoms that meet certain criteria. To learn more about the 88 Plan, see the 88 Plan Summary Plan Description

### Disability Credits

Your Disability Credits are equal to the sum of your Benefit Credits and 2011 Legacy Credits (if you have Legacy Credits) under the Pension Plan. Disability Credits do not include Special Credits or 2020 Legacy Credits. To learn more about Benefit Credits, Legacy Credits, or Special Credits, or to find out the amount of your Disability credits you have earned, visit [nflplayerbenefits.com](http://nflplayerbenefits.com) or contact the NFL Player Benefits Office.

### Early Payment Benefit (EPB)

Equal to 25% of the value of the Player's Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

### Employee

You are an Employee if you are employed by an NFL Club as an Active Player, or if you are otherwise employed by an NFL Club or an affiliate of an NFL Club (that is, an entity in a controlled group with, under common control with, or in an affiliated service group with, an NFL Club) and your employment immediately precedes or immediately follows, without interruption, employment as an Active Player.

### Game

Any regular or post-season NFL game, not including the Pro Bowl.

### Illegal drugs

This includes all drugs and substances taken in violation of federal, state or local law or NFL policy.

### Legacy Credits

Your Legacy Credits are the sum of the 2011 Legacy Credits and 2020 Legacy Credits you earned for each of your Credited Seasons under the Pension Plan, if any, according to the table below. Legacy Credits do not include Benefit Credits or Special Credits.

CREDITED SEASON	2011 LEGACY CREDITS	2020 LEGACY CREDITS
Before 1975	\$124	\$176
1975-1981	\$108	\$192
1982-1992	\$108	\$187

### Minor Child

A Player's child until the child reaches age 19 (or age 23 if in college), or continuously if the child has a mental or physical incapacity that started before age 19 (or age 23 if in college) and if, before reaching age 19 (or age 23 if in college) the child (1) is eligible for and receives disability benefits under either the Social Security Disability Insurance program or Supplemental Security Income program due to such incapacity, or (2) is under a state law guardianship due to such incapacity. Any benefits paid to a Minor Child solely because of Social Security benefits or a state law guardianship will cease upon revocation of a child's Social Security disability benefits or guardianship.

### **Neutral Physician**

A physician assigned by the Plan to examine you and report on your condition. Neutral Physicians are jointly designated by the NFLMC and the NFLPA. They certify that their opinions will be provided without bias for or against any Player. Because they receive a flat fee for their services, their compensation does not depend on whether their opinions favor or disfavor an award of benefits.

### **NFL Player Plans**

For purposes of this Plan, NFL Player Plans includes the following: Bert Bell/Pete Rozelle NFL Player Retirement Plan (Pension Plan), NFL Player Second Career Savings Plan (401(k) Savings Plan), NFL Player Capital Accumulation Plan, NFL Player Annuity Program, NFL Player Tax-Qualified Annuity Plan, 88 Plan, and Gene Upshaw NFL Player Health Reimbursement Account Plan (HRA Plan).

### **Parent**

Either of the two biological parents of the Player. Step-parents are not eligible for death benefits.

### **Parkinson's Disease – 88 Plan**

The 88 Plan defines Parkinson's Disease as a progressive neurodegenerative condition resulting from the deficiency of the dopamine-containing cells of a section of the brain called the substantia nigra. A diagnosis of Parkinson's Disease is primarily a clinical one based on history and examination. People with this disease usually have symptoms such as slowness of movement, rigidity and rest tremor. To learn more about the 88 Plan, see the 88 Plan Summary Plan Description.

### **Pension Expansion Player**

A Player who (a) was alive on March 15, 2020, (b) earned at least three (3) Credited Seasons, and (c) does not satisfy the conditions to be a "Vested Inactive Player" under the Pension Plan.

### **Plan Year**

April 1 to the following March 31.

### **Player**

You are a Player if you are or were employed under a contract by an NFL Club to play football in the League.

### **QDRO**

A judgment, decree or order for a plan to pay benefits to your Spouse, former Spouse, child or other dependent.

### **Sibling**

A Player's brother, sister, half-brother, or half-sister.

### **QUESTIONS**

Call the NFL Player Benefits Office **800.638.3186**

### Special Credits

"Special Credit" means the credit described as a Special Credit in Section 4.1(a) for the corresponding Credited Season.

CREDITED SEASON	BENEFIT CREDIT	SPECIAL CREDIT
<b>Before 1982</b>	<b>\$250</b>	<b>\$300</b>
<b>1982 through 1992</b>	<b>\$255</b>	<b>\$295</b>
<b>1993 through 1994</b>	<b>\$265</b>	<b>\$285</b>
<b>1995 and 1996</b>	<b>\$315</b>	<b>\$235</b>
<b>1997</b>	<b>\$365</b>	<b>\$185</b>
<b>1998 through 2011</b>	<b>\$470</b>	<b>\$80</b>
<b>2012 through 2014</b>	<b>\$560</b>	<b>\$56</b>
<b>2015 through 2017</b>	<b>\$660</b>	<b>\$66</b>
<b>2018 and 2019</b>	<b>\$760</b>	<b>\$76</b>
<b>2020 through 2030</b>	<b>\$836</b>	<b>\$0</b>

### Spouse

A Player's lawful spouse provided that the Player and such person were legally married under the laws of any US or foreign jurisdiction. A Spouse also includes a former spouse to the extent provided under a QDRO.

### Survivor Credits

The sum of the Player's Benefit Credits and, if any, his Special Credits, 2011 Legacy Credits, and 2020 Legacy Credits for his Credited Seasons under the Pension Plan.

### Vested Player

A Player who is eligible to receive Pension benefits. To learn more about vesting and the Pension Plan, refer to the Pension Plan Summary Plan Description.

### Vested Inactive Player

You are a Vested Inactive Player if you are not an Active Player but you are vested in the Pension Plan and are not a Pension Expansion Player in the Pension Plan. The Pension Plan states that you are a Vested Inactive Player if:

- You earn five Credited Seasons; or
- You earn four Credited Seasons, including a Credited Season after the 1973 Plan Year; or
- You earn three Credited Seasons, including a Credited Season after the 1992 Plan Year; or
- After the 1975 Plan Year, you are an Employee on your normal retirement date; or
- After receiving T&P benefits under the Pension Plan or Disability Plan, you are found to no longer qualify for T&P benefits.

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#### QUESTIONS

Call the NFL Player Benefits Office **800.638.3186**

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**JO-00527**

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# Appendix A – Point System for Orthopedic Impairments

This Point System for Orthopedic Impairments (“Point System”) is used to determine whether a Player has a “substantial disablement” within the meaning of Plan Section 5.5(a)(4)(B). The Point System assigns points to each orthopedic impairment recognized under the Plan. A Player is awarded the indicated number of points for each occurrence of each listed orthopedic impairment, but only where the Player’s orthopedic impairment arose out of League football activities, and the impairment has persisted or is expected to persist for at least 12 months from the date of its occurrence, excluding a reasonably possible recovery period.

A Player is awarded points only if his orthopedic impairment is documented according to the following rules:

1. A Player is awarded points for documented surgeries, injuries, and degenerative joint disease only if they are related to League football activities.

## The Point System Impairment Tables are organized as follows:

- Cervical Spine
- Thoracic Spine
- Lumbar Spine
- Shoulder
- Elbow
- Wrist
- Hand
- Hip
- Knee
- Ankle
- Foot

2. A Player is awarded points for a surgical procedure if the record includes an operative report for the qualifying procedure or if NFL Club records document the procedure. Surgical procedures reported through third party evaluations, such as independent medical examinations for workers’ compensation, should not be used unless corroborating evidence is available to confirm the procedure and its relationship to League football activities.
3. Points are awarded for symptomatic soft tissue injuries where the injury is documented and there are appropriate, consistent clinical findings that are symptomatic on the day of exam. For example, AC joint injuries must be documented in medical records and be symptomatic on examination, with appropriate physical findings, to award points.

- 4.** If an injury or surgery is not listed in the Point System, no points should be awarded.
- 5.** Medical records, medical history, and the physical examination must correlate before points can be awarded.
- 6.** If a lateral clavicle resection is given points, additional points cannot be awarded if the AC joint is still symptomatic, such as with AC joint inflammation or shoulder instability.
- 7.** Moderate or greater degenerative changes must be seen on x-ray to award points (i.e., MRI findings do not count).
- 8.** Players must have moderate or greater loss of function that significantly impacts activities of daily living, or ADLs, to get points.
- 9.** Cervical and lumbosacral spine injuries must have a documented relationship to League football activities, with appropriate x-ray findings, MRI findings, and/or EMG findings to be rated.
- 10.** In cases where an injury is treated surgically, points are awarded for the surgical treatment/repair only, and not the injury preceding the surgical treatment/repair. For example, a Player may receive points for "S/P Pectoralis Major Tendon Repair," and if so he will not receive additional points for the "Pectoralis Major Tendon Tear" that led to the surgery.
- 11.** As indicated in the Point System Impairment Tables, some injuries must be symptomatic on examination to merit an award of points under the Point System.
- 12.** To award points for a subsequent procedure on the same joint/body part, the Player must recover from the first procedure and a new injury must occur to warrant the subsequent procedure. Otherwise, a revise/redo of a failed procedure would be the appropriate impairment rating.
- 13.** Hardware removal is not considered a revise/redo of a failed surgery, and points are not awarded for hardware removal.
- 14.** Multiple impairment ratings may be given related to a procedure on the same date, i.e., partial lateral meniscectomy and microfracture or chondral resurfacing.
- 15.** When an ankle ORIF with soft tissue occurs, there should be no additional points for syndesmosis repair or deltoid ligament repair.

## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

## Point System Impairment Tables

CERVICAL SPINE Impairment	Point Value
Documented Herniated Cervical Nucleus Pulposus With Radiculopathy (Does Not Include Disc Bulges Or Disc Protrusions)	5
Documented Cervical Radiculopathy With EMG And MRI, Supported By Findings Observed During Clinical Examination	5
Symptomatic Cervical Spondylolisthesis Grade I Or II	5
Symptomatic Cervical Spondylolisthesis Grade III Or IV	7
Cervical Compression Fracture With Greater Than 50% Compression Without Neurological Symptoms	8
Cervical Compression Fracture With Greater Than 50% Compression With Neurological Symptoms	10
Cervical Stress Fracture With Spondylolysis	3
S/P Cervical Disc Excisions	3
S/P Cervical Fusion - Single Level	5
S/P Cervical Fusion – Multiple Levels (add one point for each additional level of cervical fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Cervical Spine Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Documented Acute Unstable Cervical Spine Fracture Treated Non-Surgically	3

## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

<b>THORACIC SPINE Impairment</b>	<b>Point Value</b>
Documented Herniated Thoracic Nucleus Pulposus With Radiculopathy (Does Not Include Disc Bulges Or Disc Protrusions)	5
Thoracic Compression Fracture With Greater Than 50% Compression	5
S/P Thoracic Disc Excisions	3
S/P Thoracic Fusion - Single Level	5
S/P Thoracic Fusion – Multiple Levels (add one point for each additional level of thoracic fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Thoracic Spine Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Documented Acute Unstable Thoracic Spine Fracture Treated Non-Surgically	3

<b>LUMBAR SPINE Impairment</b>	<b>Point Value</b>
Documented Herniated Lumbar Nucleus Pulposus With Radiculopathy (Does Not Include Disc Bulges Or Disc Protrusions)	5
Documented Lumbar Radiculopathy With EMG And MRI, Supported By Findings Observed During Clinical Examination	5
Symptomatic Lumbar Spondylolisthesis Grade I Or II	5
Symptomatic Lumbar Spondylolisthesis Grade III Or IV	7

## QUESTIONS:

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## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

Lumbar Compression Fracture With Greater Than 50% Compression Without Neurological Symptoms	8
Lumbar Compression Fracture With Greater Than 50% Compression With Neurological Symptoms	10
Lumbar Stress Fracture With Spondylolysis	3
S/P Lumbar Disc Excisions	3
S/P Lumbar Fusion - Single Level	5
S/P Lumbar Fusion – Multiple Levels (add one point for each additional level of lumbar fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Lumbar Spine Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Documented Acute Unstable Lumbar Spine Fracture Treated Non-Surgically	3

SHOULDER Impairment	Point Value
S/P Subacromial Decompression	1
S/P Lateral Clavicle Resection	2
S/P Pectoralis Major Tendon Repair	2
S/P Longhead Biceps Tenodesis Or Tenotomy	2

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

S/P Arthroscopic Stabilization Procedure with or without SLAP Repair	3
S/P Rotator Cuff Repair With Or Without Subacromial Decompression	3
S/P Total Shoulder Arthroplasty	5
Each surgical procedure to revise or redo a failed Shoulder Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Acromioclavicular Joint Inflammation	2
Longhead Biceps Tendon Tear	1
Suprascapular Nerve Injury	1
Symptomatic Rotator Cuff Tendon Tear	2
Symptomatic Shoulder Instability	3
Pectoralis Major Tendon Tear	2
Glenohumeral Joint Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
S/P ORIF Humerus Fracture	2

**QUESTIONS**Call the NFL Player Benefits Office **800.638.3186**

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**JO-00533**

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## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P Axillary Nerve Release	1
S/P Open Stabilization Procedure	4
S/P ORIF - Clavicle	2
S/P ORIF - Scapula	2

ELBOW Impairment	Point Value
S/P Distal Biceps Tendon Repair	3
S/P Radial Head Excision	3
S/P Ulnar Collateral Ligament Repair/Reconstruction	3
S/P Radial Collateral Ligament Repair/Reconstruction	3
S/P Arthroscopy - Excision Of Bone Spurs, Removal Of Loose Bodies, Or Chondroplasty	3
S/P Total Elbow Arthroplasty	3
S/P Distal Triceps Tendon Repair	3
S/P Repair Of Medial And Lateral Epicondylitis	1

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

Each surgical procedure to revise or redo a failed Elbow Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Complete Ulnar Or Radial Collateral Ligament Tear	3
Triceps Tendon Tear	3
Distal Biceps Tendon Tear	3
Peripheral Nerve Injury – Moderate Or Greater (i.e., nerve injury that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
S/P ORIF Radius And/Or Ulna Fracture	2
S/P Posterior Interosseus Nerve Release	1
S/P Ulnar Nerve Release Or Transposition	1
S/P Radial Nerve Release	1

**QUESTIONS**Call the NFL Player Benefits Office **800.638.3186**

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**JO-00535**

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## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

WRIST Impairment	Point Value
S/P ORIF - Scaphoid	2
S/P ORIF - Distal Radius	2
S/P Scapholunate Ligament Repair	2
S/P Flexor Tendon Repair	2
S/P Extensor Tendon Repair	2
S/P Total Wrist Arthroplasty Or Fusion	3
Each surgical procedure to revise or redo a failed Wrist Surgery (i.e., procedure that did not achieve intended results)	1
Wrist Instability On Clinical Examination - Moderate Or Greater (i.e., instability that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
S/P Carpal Tunnel Release	2
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
S/P TFCC Repair	2

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

<b>HAND Impairment</b>	<b>Point Value</b>
S/P Thumb Amputation	4
S/P Hand Arthroplasty	3
S/P Finger Amputation	2
S/P ORIF - Metacarpal Or Phalanx Fracture	1
S/P Ulnar Collateral Ligament Repair	1
S/P Radial Collateral Ligament Repair	1
Each surgical procedure to revise or redo a failed Hand Surgery (i.e., procedure that did not achieve intended results)	1
Mediolateral Ligamentous Instability - Moderate Or Greater (i.e., instability that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Decreased Range Of Thumb Motion Resulting In Loss Of Grip Or Pinch Strength - Moderate Or Greater (i.e., loss of grip or pinch strength that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
Decreased Range Of Finger Motion Resulting In Loss Of Grip Or Pinch Strength - Moderate Or Greater (i.e., loss of grip or pinch strength that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1

## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

HIP Impairment	Point Value
S/P Total Hip Arthroplasty	5
S/P Arthroscopic Hip Procedure Including Labral Repair, Debridement, Removal Of Loose Bodies, or Chondroplasty	3
S/P ORIF - Acetabular Fracture	3
S/P ORIF - Hip Fracture	3
S/P ORIF - Femur Fracture	3
Each surgical procedure to revise or redo a failed Hip Surgery (i.e., procedure that did not achieve intended results)	1
Acetabular Fracture - Closed Treatment	2
Hip Fracture - Closed Treatment	2
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3
S/P Athletic Pubalgia Repair, Sports Hernia Repair, Or Adductor Release	2
S/P Proximal Hamstring Repair	2

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

KNEE Impairment	Point Value
S/P Total Knee Arthroplasty	5
S/P Unicompartment Knee Arthroplasty	4
S/P Patellectomy	4
S/P ACL Or PCL Reconstruction	4
S/P ACL Or PCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s)	6
S/P ACL Or PCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	7
S/P ACL Or PCL Reconstruction With Microfracture Or Chondral Resurfacing	6
S/P ORIF - Patella Fracture	3
S/P ORIF - Tibial Plateau Fracture	3
S/P ORIF - Distal Femur Fracture	3
S/P Arthroscopy - Microfracture Or Chondral Resurfacing	3
S/P Posterolateral Corner Reconstruction	3
S/P Posterolateral Corner Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s)	5

**QUESTIONS**Call the NFL Player Benefits Office **800.638.3186**

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## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P Posterolateral Corner Reconstruction With Microfracture or Chondral Resurfacing	5
S/P Posterolateral Corner Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	6
S/P Patellar Tendon Repair	3
S/P Quadriceps Tendon Repair	3
S/P Arthroscopy - Partial Lateral Or Medial Meniscectomy(ies) Or Meniscal Repair(s)	2
S/P MCL Or LCL Repair	2
S/P MCL Or LCL Repair With Partial Meniscectomy(ies) Or Meniscal Repair(s)	3
S/P MCL Or LCL Repair With Microfracture Or Chondral Resurfacing	3
S/P MCL Or LCL Repair With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	4
Each surgical procedure to revise or redo a failed Knee Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic ACL Or PCL tear	3
Patellar Instability	2
Quadriceps, Hamstring, Adductor, Or Gastroc/Soleus Tear With Residual Weakness - Moderate Or Greater (i.e., weakness that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

Peripheral Nerve Injury – Moderate Or Greater (i.e., nerve injury that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3
S/P Arthroscopy – Chondroplasty Not Performed With Other Procedures)	1
S/P MCL Or LCL Reconstruction	3
S/P MCL Or LCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s)	4
S/P MCL Or LCL Reconstruction With Microfracture Or Chondral Resurfacing	4
S/P MCL Or LCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	5
S/P Peroneal Nerve Release	1
S/P Arthroscopy – Chondroplasty With Lateral Release	2
S/P Patella Stabilization	3
Symptomatic MCL Tear with Moderate Or Greater Instability	2
Symptomatic LCL Tear	2

**QUESTIONS**Call the NFL Player Benefits Office **800.638.3186**

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**JO-00541**

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## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

ANKLE Impairment	Point Value
S/P Ankle Fusion	5
S/P ORIF - Ankle Fracture With Or Without Soft Tissue Repair	3
S/P Arthroscopy - Chondroplasty And Microfracture Or Chondral Resurfacing	3
S/P Achilles Tendon Repair	3
S/P Lateral Ligament Repair Or Reconstruction	3
S/P Deltoid Ligament Repair Or Reconstruction	3
S/P Arthroscopy - Excision Of Spurs For Impingement	3
Closed Or Open Treatment Of Subtalar Dislocation	2
S/P Posterior Tibial Tendon Repair	2
S/P Tibialis Anterior Tendon Repair	2
S/P Peroneal Tendon Repair	2
S/P Tibial Intramedullary Nail Fixation Or ORIF	2
S/P Arthroscopy - Chondroplasty And Removal Of Loose Bodies	2

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

S/P Excision Of Os Trigonus	1
Each surgical procedure to revise or redo a failed Ankle Surgery (i.e., procedure that did not achieve intended results)	1
Posterior Tibial Tendon Insufficiency	3
Tibialis Anterior Tendon Insufficiency	3
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3
S/P Syndesmosis Repair	2
S/P Tarsal Tunnel Release	1

<b>FOOT Impairment</b>	<b>Point Value</b>
S/P Subtalar Fusion	5
S/P Great Toe Amputation	4
S/P Lisfranc Joint Fusion	4

**QUESTIONS**Call the NFL Player Benefits Office **800.638.3186**

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**JO-00543**

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## APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P ORIF - Lisfranc Injury	3
S/P ORIF - Navicular Fracture	3
S/P ORIF - Talus Fracture	3
S/P ORIF - Calcaneus Fracture	3
S/P ORIF - Metatarsal Fracture	2
S/P Great Toe Fusion	2
S/P Lesser Toe Amputation	2
S/P Plantar Fascial Release	1
S/P Cheilectomy	1
Each surgical procedure to revise or redo a failed Foot Surgery (i.e., procedure that did not achieve intended results)	1
Hallux Rigidus - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	1
Hind-Foot Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	2
Hind-Foot Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	2

**APPENDIX A: POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS**

S/P Morton's Neuroma Excision	1
S/P Sesamoid Excision	1

**QUESTIONS**Call the NFL Player Benefits Office **800.638.3186**

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**JO-00545**

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# Appendix B —

## Neurocognitive Disability Release, Waiver, and Covenant not to Sue

To be eligible for Neurocognitive disability benefits under this Plan, you must sign a release confirming that you will not sue the League, any NFL Club, their employees or affiliates in an action alleging head and/or brain injury. This waiver is voided if your application is permanently denied or if you never receive neurocognitive benefits due to receipt of other Disability Plan benefits.

Following is the text of the release:

In consideration for the benefit provided under Article 60 of the Collective Bargaining Agreement between the NFL Management Council and the NFLPA, Player, on his own behalf and on behalf of his personal representatives, heirs, next of kin, executors, administrators, estate, assigns, and/or any person or entity on his behalf, hereby waives and releases and forever discharges the NFL and its Member Clubs, and their respective past, current, and future affiliates, directors, officers, owners, stockholders, trustees, partners, servants, and employees (excluding persons employed as players by a Club) and all of their respective predecessors, successors, and assigns (collectively, the "NFL Releasees") of and from any and all claims, actions, causes of actions, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses, accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected ("Claims") that the Player has, had, may now have, or may have in the future arising out of, relating to, or in connection with any head and/or brain injury sustained during his employment by the Club, including without limitation head and/or brain injury of whatever cause and its damages (whether short-term, long-term, or death) whenever arising, including without limitation neurocognitive deficits of any degree, and Player covenants not to sue the NFL Releasees with respect to any such Claim or pursue any such Claim against the NFL Releasees in any forum. This release, waiver, and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short-term and/or long-term effects of such injury and death) whenever arising, including without limitation after execution of this release, waiver, and covenant not to sue. Player further acknowledges that he has read and understands section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Player expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims released hereunder that Player may have against the NFL Releasees. This release, waiver and covenant not to sue shall have no effect upon any right that Player may have to insurance or other benefits available under (1) any Collective Bargaining Agreement between the NFL Management Council and the NFLPA, (2) the Final Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, Civ. Action No. 2:12-md-02323-AB, MDL No. 2323, or (3) the workers' compensation laws, and Player acknowledges and agrees that such rights, if any, are his sole and exclusive remedies for any Claims.

Player acknowledges and agrees that the provision of the benefit under Article 65 shall not be construed as an admission or concession by the NFL Releasees or any of them that NFL football caused or causes, in whole or in part, the medical conditions covered by the benefit, or as an admission of liability or wrongdoing by the NFL Releasees or any of them, and the NFL Releasees expressly deny any such admission, concession, liability, or wrongdoing.

# Appendix C —

## Players awarded T&P benefits from the Pension Plan before January 1, 2015

If you were awarded T&P benefits from the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Pension Plan") in the Active Football, Active Nonfootball, or Inactive A categories before January 1, 2015, a portion of your benefit is paid by the Pension Plan and the remaining portion is paid from the Disability Plan.

The chart below shows the amounts payable from each Plan to many Players. A Player whose Disability Credits under the Pension Plan are higher than \$4,000 will receive less from this Plan but will still receive the same Total Combined amount shown below. For example, a Player who receives \$5,000 from the Pension Plan will receive \$6,250 in Inactive A T&P benefits from this Plan, but will still receive a total of \$11,250.

The portion paid from this Plan ceases effective April 1, 2031 unless this Plan is amended.

T&P Benefit Category	T&P BENEFIT PAYABLE			T&P BENEFIT PAYABLE Effective April 1, 2031	
	Pension Plan	Disability Plan	Total Combined	Pension Plan	Disability Plan
Active Football	\$4,000	\$18,084	\$22,084	\$4,000	\$0
Active Nonfootball	\$4,000	\$9,750	\$13,750	\$4,000	\$0
Inactive A	\$4,000	\$7,250	\$11,250	\$4,000	\$0

The rules in this area are complex and may cause your benefits to be lower than the total combined amounts shown in the table. This may occur, for example, if:

- you took an Early Payment Benefit under the Pension Plan,
- your T&P benefits began on or after your Normal Retirement Date,
- you have Special Credits under the Pension Plan,

- your benefits under the Pension Plan increase after the Pension Plan benefit offset was initially applied to your T&P benefit or
- a portion of your benefits are subject to a Qualified Domestic Relations Order, or QDRO.

Special Rules exist for Players who were receiving T&P benefits immediately before September 1, 2011, and September 1, 2014, so that they do not have a benefit reduction from certain changes to the Pension Plan that went into effect as of those dates.

Your rights to T&P benefits, including your rights to continued eligibility and requests for reclassification, are governed by the Pension Plan.

Under the Pension Plan, effective April 1, 2024, receipt of Social Security disability benefits will no longer establish that you qualify for continuation of T&P benefits.

If you have any questions about T&P benefits awarded before January 1, 2015, refer to the Pension Plan document or contact the NFL Player Benefits Office.

### **SSDI Offset**

Beginning January 1, 2024, most Players who are receiving Inactive A T&P benefits are subject to a Social Security Disability Insurance ("SSDI") Offset. The only Players excluded from the SSDI Offset are those who are age 65 and older and those who are 88 Eligible Players under the 88 Plan. If the SSDI Offset applies to you, then your monthly Inactive A T&P benefits from this Plan will be reduced by the monthly SSDI payment you received in the prior year, minus government insurance premiums.

If the Plan is aware that you receive SSDI payments, but not the amount for the prior year, \$3,000 will be withheld from your monthly payment. Upon providing evidence of the actual SSDI payment, your benefits will be corrected.

It is your responsibility to inform the Plan about your SSDI benefit payment amounts. If the Plan has not reduced your Inactive A benefit payments because you have failed to inform the Plan that you receive SSDI benefits, the Plan will, upon learning that you receive SSDI benefits, immediately suspend your T&P benefit payments until you provide evidence of your payment amounts for all past periods and the Plan has recovered all past overpayments.

**EMPLOYEE BENEFITS SECURITY ADMINISTRATION UNITED STATES DEPARTMENT OF LABOR**

## **ONLINE SECURITY TIPS**

You can reduce the risk of fraud and loss to your retirement account by following these basic rules:

### **• REGISTER, SET UP AND ROUTINELY MONITOR YOUR ONLINE ACCOUNT**

- Maintaining online access to your retirement account allows you to protect and manage your investment.
- Regularly checking your retirement account reduces the risk of fraudulent account access.
- Failing to register for an online account may enable cybercriminals to assume your online identity.

### **• USE STRONG AND UNIQUE PASSWORDS**

- Don't use dictionary words.
- Use letters (both upper and lower case), numbers, and special characters.
- Don't use letters and numbers in sequence (no "abc", "567", etc.).
- Use 14 or more characters.
- Don't write passwords down.
- Consider using a secure password manager to help create and track passwords.
- Change passwords every 120 days, or if there's a security breach.
- Don't share, reuse, or repeat passwords.

### **• USE MULTI-FACTOR AUTHENTICATION**

- Multi-Factor Authentication (also called two-factor authentication) requires a second credential to verify your identity (for example, entering a code sent in real-time by text message or email).

### **• KEEP PERSONAL CONTACT INFORMATION CURRENT**

- Update your contact information when it changes, so you can be reached if there's a problem.
- Select multiple communication options.

### **• CLOSE OR DELETE UNUSED ACCOUNTS**

- The smaller your on-line presence, the more secure your information. Close unused accounts to minimize your vulnerability.
- Sign up for account activity notifications.

### **• BE WARY OF FREE WI-FI**

- Free Wi-Fi networks, such as the public Wi-Fi available at airports, hotels, or coffee shops pose security risks that may give criminals access to your personal information.
- A better option is to use your cellphone or home network.

### **• BEWARE OF PHISHING ATTACKS**

- Phishing attacks aim to trick you into sharing your passwords, account numbers, and sensitive information, and gain access to your accounts. A phishing message may look like it comes from a trusted organization, to lure you to click on a dangerous link or pass along confidential information.

## ONLINE SECURITY TIPS

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- Common warning signs of phishing attacks include:
  - » A text message or email that you didn't expect or that comes from a person or service you don't know or use.
  - » Spelling errors or poor grammar.
  - » Mismatched links (a seemingly legitimate link sends you to an unexpected address). Often, but not always, you can spot this by hovering your mouse over the link without clicking on it, so that your browser displays the actual destination.
  - » Shortened or odd links or addresses.
  - » An email request for your account number or personal information (legitimate providers should never send you emails or texts asking for your password, account number, personal information, or answers to security questions).
  - » Offers or messages that seem too good to be true, express great urgency, or are aggressive and scary.
  - » Strange or mismatched sender addresses.
  - » Anything else that makes you feel uneasy.

### • USE ANTIVIRUS SOFTWARE AND KEEP APPS AND SOFTWARE CURRENT

- Make sure that you have trustworthy antivirus software installed and updated to protect your computers and mobile devices from viruses and malware. Keep all your software up to date with the latest patches and upgrades. Many vendors offer automatic updates.

### • KNOW HOW TO REPORT IDENTITY THEFT AND CYBERSECURITY INCIDENTS

- The FBI and the Department of Homeland Security have set up valuable sites for reporting cybersecurity incidents:
  - » <https://www.fbi.gov/file-repository/cyber-incident-reporting-united-message-final.pdf/view>
  - » <https://www.cisa.gov/reporting-cyber-incidents>



Employee Benefits Security Administration  
UNITED STATES DEPARTMENT OF LABOR

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